



**Official Report of the Proceedings
of the
BOARD OF EDUCATION
of the City of Chicago**

**Regular Meeting-Wednesday, August 25, 2010
10:30 A.M.
(125 South Clark Street)**

Published by the Authority of the Chicago Board of Education

**Mary B. Richardson-Lowry
President**

**Estela G. Beltran
Secretary**

ATTEST:


Secretary of the Board of Education
of the City of Chicago

President Richardson-Lowry took the Chair and the meeting being called to order there were then:

PRESENT: Ms. Ward, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 6

ABSENT: Mr. Bobins - 1

NOTE: Dr. Butt not present when roll called.

ALSO PRESENT: Mr. Ron Huberman, Chief Executive Officer, and Mr. Patrick J. Rocks, General Counsel.

Mr. Ron Huberman, Chief Executive Officer, Ms. Diana Ferguson, Chief Financial Officer, and Ms. Alicia Winckler, Chief Human Capital Officer, gave a presentation on the 2010-2011 Proposed Budget.

At this time, the Members of the Board heard Public Participation.

Mr. Patrick J. Rocks, General Counsel, gave presentations on the Policy for Compliance with Freedom of Information Act Requests [10-0825-PO1]; Annual Re-adoption of Board Rules, Repealer of Board Rule 2-15, and Amendment Board Rules 6-2, 6-18 and 6-25 [10-0825-RU1]; and Rescind Policy for the Presentation of Matters for Board Approval [10-0825-PO2].

Mr. Carrero presented the following Motion:

10-0825-MO1

MOTION TO CLOSE

MOTION ADOPTED that the Board hold a closed session to consider information, regarding appointment, employment, compensation discipline, performance, or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act; collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Open Meetings Act; purchase of real property pursuant to Section 2(c)(5) of the Open Meetings Act; setting of a sale price or lease of real property pursuant to Section 2(c)(6) of the Open Meetings Act; and security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property pursuant to Section 2(c)(8) of the Open Meetings Act; and pending litigation and litigation which is probable or imminent involving the Board pursuant to Section 2(c)(11) of the Open Meetings Act.

Dr. Butt seconded to adopt Motion 10-0825-MO1

The Secretary called the roll and the vote was as follows:

Yeas: Ms. Ward, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry – 6

Nays: None

President Richardson-Lowry thereupon declared Motion 10-0825-MO1 adopted.

**CLOSED SESSION
RECORD OF CLOSED SESSION**

The following is a record of the Board's Closed Session:

- (1) The Closed Meeting was held on August 25, 2010, beginning at 3:07 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6th Floor, and Chicago Illinois 60603.
- (2) **PRESENT:** Ms. Ward, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 6
- (3) **ABSENT:** Mr. Bobins - 1
 - A. Other Reports
 - B. Warning Resolutions
 - C. Terminations
 - D. Personnel
 - E. Real Estate
 - F. Security

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Ms. Ward, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry – 6

Members absent after Closed Session: Mr. Bobins - 1

10-0825-AR2

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
LISA COVELIERS – CASE NO. 06 WC 18846**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Lisa Coveliers, Case No.06 WC 18846 and subject to the approval of the Illinois Commission, in the amount of **\$96,162.63**.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000**\$96,162.63**

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0825-AR3

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
KATHERINE HUDSON – CASE NO. 07 WC 44266**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Katherine Hudson, Case No.07 WC 44266 and subject to the approval of the Illinois Commission, in the amount of **\$150,000.00**.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000 \$150,000.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0825-AR4

APPROVE PAYMENT OF JUDGMENT IN STEPHANIE J. DUE PROCESS CLAIM (CASE NO. 10 C 01359)

THE GENERAL COUNSEL REPORTS THE FOLLOWING JUDGMENT:

DESCRIPTION: A Due Process Hearing was litigated by the Board's Office of Specialized Services and resulted in an Order in which parents were prevailing parties on significant claims. Following the due process hearing, Plaintiffs filed suit in federal court (Stephanie J. and Angela W. v. Board of Education of the City of Chicago, Case No. 10 C 01359), under the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 *et seq.*, for attorneys' fees and costs in connection with the underlying due process claim. The parties filed cross-motions for summary judgment. On July 30, 2010, the District Court for the Northern District of Illinois granted plaintiffs' motion for summary judgment and awarded attorneys' fees and costs to plaintiffs in the amount of \$92,137.21 and prejudgment interest in the amount of \$1,631.80, for a total of \$93,769.01.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$93,769.01 to Law Department
Budget Classification Fiscal Year 2011.....12470-115-54530-231122-000000

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996, (96-0626-PO3), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004, (04-0623-PO4), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

10-0825-AR5

APPROVE PAYMENT OF JUDGMENT IN MATTHEW M. DUE PROCESS CLAIM (CASE NO. 10 C 2110)

THE GENERAL COUNSEL REPORTS THE FOLLOWING JUDGMENT:

DESCRIPTION: A Due Process Hearing was litigated by the Board's Office of Specialized Services and resulted in an Order in which parents were prevailing parties on significant claims. Following the due process hearing, Plaintiffs filed suit in federal court (Matthew M., Mark M. and Julie M. v. Board of Education of the City of Chicago, Case No. 10 C 2110), under the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 *et seq.*, for attorneys' fees and costs in connection with the underlying due process claim. The parties filed cross-motions for summary judgment. On July 7, 2010, the District Court for the Northern District of Illinois granted plaintiffs' motion for summary judgment in part and awarded attorneys' fees and costs to plaintiffs in the amount of \$73,861.03, and prejudgment interest in the amount of \$815.50, for a total of \$74,676.53.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$74,676.53 to Law Department
Budget Classification Fiscal Year 201112470-115-54530-231122-000000

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996, (96-0626-PO3), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004, (04-0623-PO4), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0825-AR6

APPROVE PAYMENT OF JUDGMENT IN RYAN M. DUE PROCESS CLAIM (CASE NO. 09 C 6728)

THE GENERAL COUNSEL REPORTS THE FOLLOWING JUDGMENT:

DESCRIPTION: A Due Process Hearing was litigated by the Board's Office of Specialized Services and resulted in an Order in which parents were prevailing parties on significant claims. Following the due process hearing, Plaintiffs filed suit in federal court (Scott M., Geysy M. and Ryan M. v. Board of Education of the City of Chicago, Case No. 09 C 6728), under the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 *et seq.*, for attorneys' fees and costs in connection with the underlying due process claim. The parties filed cross-motions for summary judgment. On August 9, 2010, the District Court for the Northern District of Illinois granted plaintiffs' motion for summary judgment in part and awarded attorneys' fees and costs to plaintiffs in the amount of \$78,079.32, and prejudgment interest in the amount of \$1,995.30, for a total of \$80,074.62.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$80,074.62 to Law Department
Budget Classification Fiscal Year 201112470-115-54530-231122-000000

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996, (96-0626-PO3), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004, (04-0623-PO4), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0825-AR7

**APPROVE PAYMENT OF PROPOSED SETTLEMENT IN
DEBORAH LYNCH v. BOARD OF EDUCATION OF THE CITY OF CHICAGO (CASE NO. 10 C 1783)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING PROPOSED SETTLEMENT:

DESCRIPTION: Pursuant to the settlement agreement tentatively reached in Case No. 10-C-1783, Deborah Lynch v. Board of Education of the City of Chicago, the parties have reached a settlement, subject to Board approval, disposing of all attorneys' fees and costs associated with underlying claims. The General Counsel recommends approval of the settlement, which calls for the payment of fifty-four thousand seventy dollars (\$54,070.00) for payment of all attorneys' fees and costs.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Affirmative Action review is not applicable to this report

FINANCIAL: Charge \$54,070.00 to Law Department
Budget Classification Fiscal Year 2011.....12470-115-54530-231112-000000

AUTHORIZATION: Authorize the General Counsel to execute the Settlement Agreement(s), and all ancillary documents related thereto.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

10-0825-AR8

**PROPERTY TAX APPEAL REFUND—AUTHORIZE SETTLEMENT FOR
CHICAGO RESIDENTIAL INC.'S PTAB APPEALS REGARDING ITS
LAKEVIEW PROPERTY FOR TAX YEARS 2006-08**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of appeal by Chicago Residential, Inc. regarding its cooperative property at 2440 N. Lakeview, Chicago, Illinois, for the 2006-2008 tax years. This settlement results in a total refund of \$547,245, plus interest, for the tax years involved, with a savings of \$177,695. The \$547,245 by the Board will be implemented by reductions in the Board's property-tax revenues in calendar year 2010 or thereafter. This settlement does not involve a direct payout of Board funds.

DESCRIPTION: The General Counsel has determined that this settlement is in the Board's best interests

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: There is no charge to any Board account. The refund payment is to be deducted from the Board's tax revenues in calendar year 2010 or thereafter **\$547,245**

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS: Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.1 which restricts the employment of, or the letting of contracts to, former Board Members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, is hereby incorporated into and made a part of the agreement

Ethics - The Board's Ethics Code, adopted June 23, 2004 (04-0623-PO4), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

The Secretary called the roll and the vote was as follows:

Yeas: Ms. Ward, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 6

Nays: None

President Richardson-Lowry thereupon declared Board Reports 10-0825-AR2 through 10-0825-AR8 adopted.

10-0825-EX8

PRINCIPAL CONTRACTS (C)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the employment of the principals listed below selected by the Chief Executive Officer after receiving the recommendations of the High School of Leadership at South Shore, Uplift Community High School, and Williams Preparatory School of Medicine appointed Local School Councils pursuant to Section 5/34-2.4b of the Illinois School Code.

DESCRIPTION: Employ the individuals named below to the position of principal subject to Resolution #97-0226-RS10, and Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2 dated December 17, 2008.

The Office of Principal Preparation and Development has verified that the following individuals have met the requirements for eligibility.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Noreen Abdullah	Assistant Principal Corliss	Contract Principal H.S. of Leadership at South Shore Area 24 P.N. 139065 Commencing July 1, 2010 Ending June 30, 2014

Stephanie Moore	Interim Principal Uplift Community H.S	Contract Principal Uplift Community H.S Area 25 P.N. 203104 Commencing July 1, 2010 Ending June 30, 2014
Diann Weston	Interim Principal Williams Preparatory School of Medicine	Contract Principal Williams Preparatory School of Medicine Area 25 P.N. 126583 Commencing July 1, 2010 Ending June 30, 2014

LSC REVIEW: The appointed Local School Councils have been advised of the Chief Executive Officer's selection of the named individuals as contract principal of High School of Leadership at South Shore, Uplift Community High School, and Williams Preparatory School of Medicine subject to Board approval.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salaries of the named individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2010-2011 school budget.

President Richardson-Lowry indicated that if there were no objections, Board Report 10-0825-EX8 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Report 10-0825-EX8 adopted.

10-0825-EX9

**WARNING RESOLUTION – SUNDAY UWUMAROGIE
PRINCIPAL, EUGENE FIELD ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopt a Warning Resolution for Sunday Uwumarogie and that a copy of this Board Report and Warning Resolution be served upon Sunday Uwumarogie.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Sunday Uwumarogie, Principal, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against Sunday Uwumarogie pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE
ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board.

PERSONNEL
IMPLICATIONS: None.

10-0825-EX10

**WARNING RESOLUTION – LETICIA ALDAMA,
TENURED TEACHER, ASSIGNED TO PALMER ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Leticia Aldama, and that a copy of the Board Report and Warning Resolution be served upon Leticia Aldama.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Leticia Aldama, tenured teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Leticia Aldama, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. A directive for improvement of this conduct is contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE
ACTION REVIEW:** None

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

10-0825-EX11

**WARNING RESOLUTION – PATRICIA BANKS
TEACHER, ASSIGNED TO GEORGE WASHINGTON HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Patricia Banks, and that a copy of the Board Report and Warning Resolution be served upon Patricia Banks.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Patricia Banks, teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Patricia Banks, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. A directive for improvement of this conduct is contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE
ACTION REVIEW:** None

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

10-0825-EX12

**WARNING RESOLUTION – MARVA FRANKLIN,
TENURED TEACHER, ASSIGNED TO EARHART ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Marva Franklin, and that a copy of the Board Report and Warning Resolution be served upon Marva Franklin.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Marva Franklin, tenured teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Marva Franklin, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. A directive for improvement of this conduct is contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE
ACTION REVIEW:** None

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

10-0825-EX13

**WARNING RESOLUTION – NEIL MIKOTA
TENURED TEACHER, AGASSIZ ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Neil Mikota and that a copy of this Board Report and Warning Resolution be served upon Neil Mikota.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Neil Mikota, Teacher, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Neil Mikota pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report

**AFFIRMATIVE
ACTION REVIEW:** None

FINANCIAL: This action is of no cost to the Board

**PERSONNEL
IMPLICATIONS:** None

10-0825-EX14

**WARNING RESOLUTION - DAVID MIRO
SOCIAL WORKER, OFFICE OF SPECIALIZED SERVICES**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for David Miro and that a copy of this Board Report and Warning Resolution be served upon David Miro.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to David Miro, social worker, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against David Miro pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report

**AFFIRMATIVE
ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

10-0825-EX15

**WARNING RESOLUTION - TARAE SIMONS,
TENURED TEACHER, ASSIGNED TO MARSHALL HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Tarae Simons, and that a copy of the Board Report and Warning Resolution be served upon Tarae Simons.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Tarae Simons, tenured teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Tarae Simons, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. A directive for improvement of this conduct is contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

AFFIRMATIVE ACTION REVIEW: None

FINANCIAL: This action is of no cost to the Board.

PERSONNEL IMPLICATIONS: None.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0825-EX9 through 10-0825-EX15 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0825-EX9 through 10-0825-EX15 adopted.

10-0825-EX16

**APPROVE HEARING OFFICER'S FINDING THAT PUPIL IS A NON-RESIDENT
OF THE CITY OF CHICAGO NOT ENTITLED TO ATTEND THE
CHICAGO PUBLIC SCHOOLS ON A TUITION-FREE BASIS**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education: adopt the May 25, 2010 findings of the Board-appointed Hearing Officer from a Pupil Residency Hearing held May 5, 2010, that (i) the pupil (ID #37726850) has been and is a non-resident of the City of Chicago not entitled to attend the Chicago Public Schools on a tuition-free basis; and (ii) the pupil's parents, as the persons who enrolled the pupil, are indebted to the Board for non-resident tuition for the pupil's attendance in the Chicago Public Schools since September 2008 to June 2009 in the total amount of \$8,752.67; reject any objections by the parents to the hearing officer's findings; and bar the pupil from continued attendance in the Chicago Public Schools unless and until all non-resident tuition owed is paid in full.

DESCRIPTION:

Sections 10-20.12a and 10-20.12b (105 ILCS 5/10-20 12a and 10-20.12b) of the Illinois School Code and Board Rule 5-17 authorize and empower the Board to charge tuition, not exceeding 110% of the per capita cost of maintaining its schools during the preceding school year, to pupils enrolled in the Chicago Public Schools determined to be non-residents of the City of Chicago. Further, section 10-20.12b provides that a hearing be held, when requested by the person who enrolled the pupil, to determine whether or not a pupil who is believed to be a non-resident resides within the City of Chicago. If, after notice of the initial determination of non-residency, the person who enrolled the pupil does not request a hearing or, if requested, the hearing results in a finding that the pupil does not reside in the district, the person who enrolled the pupil shall be charged tuition for the period of non-resident school attendance and the pupil shall be barred from attending school in the district unless the required tuition is paid for the pupil. However, pursuant to Board Rule 5-17, non-resident pupils may not attend the Chicago Public Schools' magnet program, regional gifted centers, community academies, specialty schools, international baccalaureate preparatory programs, international baccalaureate programs or selective enrollment high schools.

LSC REVIEW: LSC review is not applicable to this report.

AFFIRMATIVE ACTION REVIEW: Affirmative action review is not applicable to this report.

FINANCIAL: If the pupil is found to have been a non-resident during any time the pupil attended the Chicago Public Schools, the person(s) who enrolled the pupil shall be charged tuition for that time

PERSONNEL
IMPLICATIONS: None.

President Richardson-Lowry indicated that if there were no objections, Board Report 10-0825-EX16 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Report 10-0825-EX16 adopted.

10-0825-RS7

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING THE DISMISSAL OF IVELISSE FIGUEROA, TENURED TEACHER,
FORMERLY ASSIGNED TO CHAPPELL ELEMENTARY SCHOOL**

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, a hearing was conducted before an impartial hearing officer, Ann S. Kenis, appointed by the Illinois State Board of Education; and

WHEREAS, after the conclusion of the dismissal hearing afforded Ivelisse Figueroa, the hearing officer made written findings of fact and conclusions of law, and recommended the reinstatement of Ivelisse Figueroa; and

WHEREAS, the Board of Education of the City of Chicago has reviewed the post-hearing briefs and hearing transcript and exhibits ("record"), along with the findings of fact, conclusions of law and recommendation of Hearing Officer Kenis regarding the dismissal charges preferred against Ivelisse Figueroa; and

WHEREAS, the parties were given an opportunity to submit exceptions and a memorandum of law in support of, or in opposition to, the Board's Adoption or Rejection of Hearing Officer Kenis recommendation; and

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that the hearing officer's recommendation be rejected and that Ivelisse Figueroa be dismissed

NOW THEREFORE, be it resolved by the Board of Education of the City of Chicago, as follows

Section 1: After considering (a) the hearing officer's findings of fact, conclusions of law, and recommendation, (b) the record of the dismissal hearing, and (c) any exceptions and memorandum of law submitted by the parties, the Board of Education of the City of Chicago rejects the recommendation of the hearing officer as detailed in the Board's Opinion and Order adopted under separate cover

Section 2: Ivelisse Figueroa is hereby dismissed from employment with the Board of Education of the City of Chicago.

Section 3: This Resolution shall take full force and effect upon its adoption

THEREFORE, this Resolution is hereby adopted/~~rejected~~ by the members of the Board of Education of the City of Chicago on August 25, 2010, and in connection with an Opinion and Order that is adopted under separate cover.

10-0825-RS8

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING THE DISMISSAL OF HENRY THOMPSON, TENURED TEACHER,
CARROLL/ROSENWALD SPECIALTY SCHOOL**

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, Henry Thompson and his representative were sent dismissal charges on or about May 14, 2008. These dismissal charges alleged, among other things, that Henry Thompson was absent without leave, and

WHEREAS, a pre-suspension hearing was held on June 4, 2008, at which time Henry Thompson's representative was informed as to the nature of the charges and specifications against Mr. Thompson. Mr. Thompson did not appear for this pre-suspension hearing, and

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, Henry Thompson had ten (10) days from the receipt of the dismissal charges to formally request a State Board hearing. Neither Henry Thompson nor anyone on his behalf requested a hearing as required by Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85; and

WHEREAS, the Board of Education of the City of Chicago has reviewed this matter and finds that sufficient cause exists for Henry Thompson's dismissal; and

NOW THEREFORE, be it resolved by the Board of Education of the City of Chicago, as follows

- Section 1:** Dismissal charges were sent to the last known address of Henry Thompson on or about May 14, 2008. Mr. Thomson's representative was present at a pre-suspension hearing on June 4, 2008, at which time the representative was apprised as to the nature of the dismissal charges and specifications.
- Section 2:** Neither Henry Thompson nor anyone on his behalf requested a State Board hearing as required by Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85.
- Section 3:** The dismissal charges and specifications contained therein are deemed true and correct and adopted by the Board as its factual findings.
- Section 4:** The Board finds that Henry Thompson was absent without leave, and that his unexcused absences constitute irremediable conduct warranting his dismissal.
- Section 5:** Henry Thompson is hereby dismissed from his employment with the Board of Education of the City of Chicago.
- Section 6:** This Resolution shall take full force and effect upon its adoption.

THEREFORE, this Resolution is hereby adopted/~~rejected~~ by the members of the Board of Education of the City of Chicago on August 25, 2010.

10-0825-RS9

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION
TO DISMISS EDUCATIONAL SUPPORT PERSONNEL**

WHEREAS, on August 16, 2010 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel's pursuant to Board Policy 04-0728-PO1:

Name	School	Effective Date
George Casas	John Greenleaf Whittier School	August 25, 2010
Karen Miles	Arthur A Libby School	August 25, 2010
David Ortiz	Sidney Sawyer School	August 25, 2010
David Sims	Guglielmo Marconi Community Academy School	August 25, 2010
Carlotta Swan	Chicago Vocational Career School	August 25, 2010

WHEREAS, the Chief Executive Officer followed the procedures established by him prior to making the recommendation;

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation,

WHEREAS, the Chief Executive Officer or his designee has previously notified the affected educational support personnel's of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Policy 04-0728-PO1, the above-referenced educational support personnel's are dismissed from Board employment effective on the date set opposite their names.
2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named educational support personnel's.
3. The Chief Executive Officer or designee shall notify the above-named educational support personnel's of their dismissal.

10-0825-RS10

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION
TO DISMISS PROBATIONARY APPOINTED TEACHERS**

WHEREAS, on August 16, 2010, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-7b 2(b) and 105 ILCS 5/34-84

<u>Name</u>	<u>School</u>	<u>Effective Date</u>
Kofie Andoh	James Madison School	August 25, 2010
Sookyung Chang	Walter Payton College Prep High School	August 25, 2010
Cornelius Hagans	Marie Sklodowska Curie Metro High School	August 25, 2010
Virginia Hunter	City Wide	August 25, 2010
Tara Lawrence	IDOC/Healy South	August 25, 2010

WHEREAS, the Chief Executive Officer followed the procedures established by him prior to making the recommendation;

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation,

WHEREAS, the Chief Executive Officer or his designee has previously notified the affected probationary appointed teachers of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84, the above-referenced probationary appointed teachers are dismissed from Board employment effective on the date set opposite their names
2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named probationary appointed teachers
3. The Chief Executive Officer or designee shall notify the above-named probationary appointed teachers of their dismissal.

The Secretary presented the following Statement for the Public Record:

I would like to note for the record that on August 16, 2010 the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss Probationary Appointed Teachers Pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84. His recommendation included the names of the Teachers affected and the reasons for his Recommendation. He also noted that the Teachers affected will be notified of their dismissal after adoption of this resolution.

10-0825-RS11

**RESOLUTION AUTHORIZING THE HONORABLE TERMINATION OF REGULARLY CERTIFIED AND
APPOINTED TEACHERS**

WHEREAS, the Chicago Board of Education ("Board") has the power under Sections 34-8.1, 34-16 and 34-84 of the Illinois School Code (105 ILCS 5/34-1, *et. seq.*) to lay off employees; and

WHEREAS, the Board has the power under Section 34-18(31) of the Illinois School Code to promulgate rules establishing procedures governing the layoff or reduction in force of employees; and

WHEREAS, the Board has the power under Section 34-19 of the Illinois School Code to delegate to the Chief Executive Officer ("CEO") the authorities granted to the Board provided that such delegation and appropriate oversight procedures are made pursuant to Board by-laws, rules, regulations, adopted pursuant to Section 34-19 of the Illinois School Code; and

WHEREAS, the Board, pursuant to the above articulated powers, promulgated its Policy Regarding Reassignment and Layoff of Regularly Appointed and Certified Teachers ("Reassignment Policy") on July 23, 1997 and amended from time to time thereafter, including in Board Report 07-1219-PO-1; and

WHEREAS, the Board has delegated its power to layoff tenured teachers in accordance with the Reassignment Policy to the CEO under Board Rules 2-27(c) and 4-6; and

WHEREAS, the Reassignment Policy provides that teachers honorably terminated under its provisions, who are rehired in a permanent teaching position within two school years after their honorable termination, shall have their tenure and prior seniority restored as of the date of rehire; and

WHEREAS, the employee(s) identified on Attachment A were removed from the attendance center to which they were assigned pursuant to Section 2 of the Reassignment Policy, and the Chief Executive Officer directed that each employee receive a notice of removal and each employee did receive said notice; and

WHEREAS, all of the identified employees failed to secure a permanent appointment within at least 10 school months after they received their notice of removal and the Chief Executive Officer directed that each of the identified employees receive at least 14 days' notice that they would be honorably terminated from service and each employee has received said notice.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION as follows:

That the employee(s) listed on Attachment A are honorably terminated from service effective on the date of honorable termination indicated on Attachment A, pursuant to the Board's Reassignment Policy.

That those employee(s) listed on Attachment A, who were tenured at the time of their honorable termination, shall have their tenure and full seniority restored without further formal Board action, if they are rehired by the Board to a permanent teaching position within two (2) years of the date of their honorable termination.

That this Resolution shall be effective upon adoption, and shall replace all prior resolutions or other Board actions that are in conflict herewith.

ATTACHMENT A

REASSIGNED TEACHERS SCHEDULED FOR HONORABLE TERMINATION

First Name	Last Name	Termination Date
Rhodora	Dela Cruz	September 1, 2010
Macristina	Cooper	September 9, 2010
Debbie	Niedos	September 10, 2010
Sharon	Simons	September 10, 2010
Susana	Rendon	September 15, 2010
Ann	Howard	September 15, 2010
Gerdlyn	Hyman	September 15, 2010
Mary	Jackson	September 15, 2010
Sharon	Wilkes	September 15, 2010

10-0825-EX17

REPORT OF THE CHIEF EXECUTIVE OFFICER ON APPOINTED TEACHERS WHO WERE HONORABLY TERMINATED OR DISMISSED PURSUANT TO BOARD RESOLUTION 10-0615-RS1 BETWEEN JULY 1, 2010 to JULY 31, 2010

On June 15, 2010 the Board of Education adopted Resolution 10-0615-RS1 which delegated to the Chief Executive Officer the authority to honorably terminate tenured teachers and honorably dismiss/layoff probationary appointed teachers. Pursuant to that delegation and the directives contained therein,

THE CHIEF EXECUTIVE OFFICER REPORTS THAT:

- (1) The Chief Executive Officer or his designee notified 420 appointed teachers that they were being honorably terminated/dismitted/laid off between July 1, 2010 and July 31, 2010. The names and the date of the notice to the affected employees are contained in the Attachment to this Report.
- (2) Health benefit coverage has been extended for the affected teachers through August 31, 2010.
- (3) The affected employees were notified that they may resign or retire in order to preserve any right they may have to a sick benefit day payout.

LINE NO.	LAST_NAME	FIRST_NAME	NOTICE DATE
1	Adadevoh	Mary	19-Jul-10
2	Alducin-Castrejon	Belinda	19-Jul-10
3	Ali	Asma	19-Jul-10
4	Alluisi	Amy	19-Jul-10
5	Alvarez	Angela	19-Jul-10
6	Alvarez	Rocio	19-Jul-10

7	Anderson	Ardith	19-Jul-10
8	Anderson	Arthurine	19-Jul-10
9	Anderson	Mia	19-Jul-10
10	Archbold	Denise	19-Jul-10
11	Armstrong-Shaffer	Denita	19-Jul-10
12	Atkins	Linda	19-Jul-10
13	Auster	Rachel	19-Jul-10
14	Bailey	Sarah	19-Jul-10
15	Bailey	Carlette	19-Jul-10
16	Banasiak	Sally	19-Jul-10
17	Barnes	Phyllis	19-Jul-10
18	Barnes-Smith	Pamela	19-Jul-10
19	Basel	Sarah	19-Jul-10
20	Bazer	Beth	19-Jul-10
21	Beeh	Bryan	19-Jul-10
22	Beers	Jill	19-Jul-10
23	Beltran	Katrina	19-Jul-10
24	Bennett	Barbara	19-Jul-10
25	Berry	Tyana	19-Jul-10
26	Bertucci	Leigh	19-Jul-10
27	Best	Timeshia	19-Jul-10
28	Betcher	Emily	19-Jul-10
29	Bhatia	Nikhil	19-Jul-10
30	Binversie	Rebecca	19-Jul-10
31	Bishop	Jessica	19-Jul-10
32	Boddy	Donna	19-Jul-10
33	Bogusch	Nancy	19-Jul-10
34	Bradley	Steven	19-Jul-10
35	Brisbois	Caitlin	19-Jul-10
36	Brown	Valerie	19-Jul-10
37	Brown	Paula	19-Jul-10
38	Brunner	Shannon	19-Jul-10
39	Bryant	Pandora	19-Jul-10
40	Buday	Jenell	19-Jul-10
41	Burnett	Karen	19-Jul-10
42	Burt	Camille	19-Jul-10
43	Burton	Kwame	19-Jul-10
44	Butler	Valerie	19-Jul-10
45	Bynum	Kaliva	19-Jul-10
46	Cabarrus	Eliza	19-Jul-10
47	Carmona	Maria	19-Jul-10
48	Carr	Variona	19-Jul-10
49	Carter	Tony	19-Jul-10
50	Caswell	Chelsea	19-Jul-10
51	Cerda	Brian	19-Jul-10
52	Charleston	Keniesha	19-Jul-10
53	Cheung	Curtis	19-Jul-10
54	Choe	Jihyon	19-Jul-10
55	Christian-Crockett	Gladys	19-Jul-10

56	Clark	Elizabeth	19-Jul-10
57	Clark	Susan	19-Jul-10
58	Cohen	Samantha	19-Jul-10
59	Collins	Angela	19-Jul-10
60	Collins	Sheila	19-Jul-10
61	Collins-Lee	Winifred	19-Jul-10
62	Cooper	Fenecia	19-Jul-10
63	Copeland	Andre	19-Jul-10
64	Cordero	Anthony	19-Jul-10
65	Cordova	Zenia	19-Jul-10
66	Corres	Marilen	19-Jul-10
67	Correthers	Tamara	19-Jul-10
68	Cortez	Noemi	19-Jul-10
69	Coyle	Barbara	19-Jul-10
70	Cruz	Jaimelynn	19-Jul-10
71	Cruz	Karina	19-Jul-10
72	Dade	Ashley	19-Jul-10
73	Dahlberg	Joan	19-Jul-10
74	Daley-Mitchell	Deanna	19-Jul-10
75	Daly-Hart	Meghan	19-Jul-10
76	Dantzler	Anita	19-Jul-10
77	Darling	Jacqueline	19-Jul-10
78	Davis	Daphne	19-Jul-10
79	Davis	Charlotte	19-Jul-10
80	Davis	Ava	19-Jul-10
81	Davis	Basheba	19-Jul-10
82	Davis	Georgetta	19-Jul-10
83	Delgado	Ivan	19-Jul-10
84	Dennis	Tamara	19-Jul-10
85	Desco	Joelle	19-Jul-10
86	DeWitt	Alexander	19-Jul-10
87	Diaz Camacho	Diogenes	19-Jul-10
88	Dixon	Deana	19-Jul-10
89	Docks	Valerie	19-Jul-10
90	Donovan	Joseph	19-Jul-10
91	Doran	Eileen	19-Jul-10
92	Downs-Breo	Suzanne	19-Jul-10
93	Drapala	Michael	19-Jul-10
94	Driver	Delores	19-Jul-10
95	Dunleavy	Carolyn	19-Jul-10
96	Dunn	Susanne	19-Jul-10
97	Dylong	Barbara	19-Jul-10
98	Edwards-Hatch	Kim	19-Jul-10
99	El-Amin	Ayesha	19-Jul-10
100	Ellison	Melinet	19-Jul-10
101	Embers	Lauren	19-Jul-10
102	Evans	Benjamin	19-Jul-10
103	Farinella	Nicole	19-Jul-10
104	Faulkner	Virgen	19-Jul-10

105	Filmore	Katherine	19-Jul-10
106	Fino Rantisi	Fadwa	19-Jul-10
107	Fisner	Angela	19-Jul-10
108	Fleming	Rosie	19-Jul-10
109	Formisano-Wilson	Lisa	19-Jul-10
110	Fossey	Joanna	19-Jul-10
111	Fox	Stacy	19-Jul-10
112	Fox	Erica	19-Jul-10
113	France	Monica	19-Jul-10
114	Friedl	Kathleen	19-Jul-10
115	Friedland	Jordan	19-Jul-10
116	Frye	Juanita	19-Jul-10
117	Gamberg	Lara	19-Jul-10
118	Garcia	Minerva	19-Jul-10
119	Garrett	Maurey	19-Jul-10
120	Garrity	Catherine	19-Jul-10
121	Gee	Anita	19-Jul-10
122	Gendron	Ann	19-Jul-10
123	Genter	Katherine	19-Jul-10
124	Gentile	Ashley	19-Jul-10
125	Godfrey	David	19-Jul-10
126	Gonzalez	Rosa	19-Jul-10
127	Gonzalez	Awilda	19-Jul-10
128	Gordon	Alfea	19-Jul-10
129	Gorospe Rombouts	Saskia	19-Jul-10
130	Goutos	Maria Elena	19-Jul-10
131	Govedarska	Milena	19-Jul-10
132	Gray	Stacy	19-Jul-10
133	Gray	Mojisola	19-Jul-10
134	Grayer	Kiyana	19-Jul-10
135	Gregor	Eileen	19-Jul-10
136	Grossberg	Julie	19-Jul-10
137	Grossett	Mary	19-Jul-10
138	Grutz	Nicholas	19-Jul-10
139	Grzadzinski	Allison	19-Jul-10
140	Guyon	Rebecca	19-Jul-10
141	Habermann	Benjamin	19-Jul-10
142	Haegeler	Janet	19-Jul-10
143	Hagedorn	Caitlin	19-Jul-10
144	Hall	Jennifer	19-Jul-10
145	Hall	Aryell	19-Jul-10
146	Handley	Kinah	19-Jul-10
147	Handy	Grace	19-Jul-10
148	Hansen	Katherine	19-Jul-10
149	Harpaz	Ayelet	19-Jul-10
150	Harrington	Lee	19-Jul-10
151	Hart	Justin	19-Jul-10
152	Hathorne	Carolyn	19-Jul-10
153	Haynes	Trinity	19-Jul-10
154	Heath	Lisa	19-Jul-10
155	Henderson	Michelle	19-Jul-10
156	Hernandez	Laura	19-Jul-10

157	Hernandez	Holland	19-Jul-10
158	Herrera	Romelia	19-Jul-10
159	Hike	John	19-Jul-10
160	Hoak	Carmel	19-Jul-10
161	Hodges	LaTasha	19-Jul-10
162	Holguin	Lizeth	19-Jul-10
163	Holloman	Tertia	19-Jul-10
164	Homa	Christopher	19-Jul-10
165	Hovanes	Jill	19-Jul-10
166	Hoy	Carol	19-Jul-10
167	Hurst	LaWanda	19-Jul-10
168	Hutchinson	Tamika	19-Jul-10
169	Idelman	Jeffrey	19-Jul-10
170	Ingram	Jeneva	19-Jul-10
171	Isom	Charissa	19-Jul-10
172	Ivory	Ibra	19-Jul-10
173	Jaber	Rula	19-Jul-10
174	Jackson	Amir	19-Jul-10
175	Jacobs	Rocenetta	19-Jul-10
176	Jakubowski	Michael	19-Jul-10
177	Jefferson	Aishia	19-Jul-10
178	Jenkins	Tracie	19-Jul-10
179	Johanson	Rachel	19-Jul-10
180	Johnson	Tatiana	19-Jul-10
181	Johnson	Francesca	19-Jul-10
182	Johnson	Marie	19-Jul-10
183	Johnson	Nicole	19-Jul-10
184	Johnson	Sandra	19-Jul-10
185	Johnson	Curtis	19-Jul-10
186	Jones	Elana	19-Jul-10
187	Jones	Natasha	19-Jul-10
188	Jones	Kymia	19-Jul-10
189	Joseph	Linda	19-Jul-10
190	Justiniano	Kay	19-Jul-10
191	Karey	Ryan	19-Jul-10
192	Katsoudas	Kathleen	19-Jul-10
193	Kaur	Manpriya	19-Jul-10
194	Keeter	Jennifer	19-Jul-10
195	Kennedy	Michael	19-Jul-10
196	Kenney	Margaret	19-Jul-10
197	Key	Vicki	19-Jul-10
198	Keyes	Bonnie	19-Jul-10
199	Khanna	Harpreet	19-Jul-10
200	Kimbrough	Phillip	19-Jul-10
201	Kirby	Nancy	19-Jul-10
202	Kolacki	Joann	19-Jul-10
203	Konz	Karin	19-Jul-10
204	Kornblau	Cassandra	19-Jul-10
205	Koszczuk	Beth	19-Jul-10
206	Lacy	Anita	19-Jul-10

207	Lassalle-Wright	Iris	19-Jul-10
208	Lavengood	Amanda	19-Jul-10
209	Lee	Thao	19-Jul-10
210	Li	Celia	19-Jul-10
211	Liddell	Rachel	19-Jul-10
212	Lindenmuth	Rachel	19-Jul-10
213	Little	Latasha	19-Jul-10
214	Lopez	Uvaldo	19-Jul-10
215	Lovejoy	Leslie	19-Jul-10
216	Madison	Dujuanne	19-Jul-10
217	Magnan	Brigid	19-Jul-10
218	Marassa	Kathleen	19-Jul-10
219	Marquez	Maria	19-Jul-10
220	Martin	Natasha	19-Jul-10
221	Martinez	Kristal	19-Jul-10
222	Martinez	Christine	19-Jul-10
223	Martinez	Ruben	19-Jul-10
224	Martinsek	Ellen	19-Jul-10
225	Mathey	Hanna	19-Jul-10
226	Matz	Jeffrey	19-Jul-10
227	McCarty	Ryan	19-Jul-10
228	McCastle	Priscilla	19-Jul-10
229	McClelland	Brigid	19-Jul-10
230	McCoy	Barbara	19-Jul-10
231	McDermott	Megan	19-Jul-10
232	McDonald	Erin	19-Jul-10
233	McFarland-Mcdaniels	Michelle	19-Jul-10
234	McKay	Miranda	19-Jul-10
235	Mckelphin	Frederick	19-Jul-10
236	McLemore	Angela	19-Jul-10
237	Melachrinidis	Xanthoula	19-Jul-10
238	Mellin	Charles	19-Jul-10
239	Mendez	Keyla	19-Jul-10
240	Mensah	Gloria	19-Jul-10
241	Mesch	Brianne	19-Jul-10
242	Michalek	Jennifer	19-Jul-10
243	Miller	Leon	19-Jul-10
244	Miller	Janel	19-Jul-10
245	Miller	Janice	19-Jul-10
246	Mitchell	Queen	19-Jul-10
247	Molina	Nancy	19-Jul-10
248	Molodow	Bennett	19-Jul-10
249	Monroe	Nicholas	19-Jul-10
250	Monu	Adrienne	19-Jul-10
251	Moore	Dominique	19-Jul-10
252	Moore	Belinda	19-Jul-10
253	Moore-Fotso	Dorothy	19-Jul-10
254	Morrell	Kathryn	19-Jul-10
255	Morris	Anita	19-Jul-10
256	Morris	Monica	19-Jul-10
257	Moss	Akiba	19-Jul-10

258	Mottier	Edward	19-Jul-10
259	Muhammad-Hill	Lateefah	19-Jul-10
260	Murdock	Linda	19-Jul-10
261	Murray	Linda	19-Jul-10
262	Nam	Hui Hwa	19-Jul-10
263	Nava	Lilia	19-Jul-10
264	Navarro	Dolores	19-Jul-10
265	Negrete	Kristel	19-Jul-10
266	Ness	April	19-Jul-10
267	Nolan	Meghan	19-Jul-10
268	Norise	Monica	19-Jul-10
269	Offord	Linda	19-Jul-10
270	O'Keeffe	Carina	19-Jul-10
271	Ontiveros	Yezmina	19-Jul-10
272	Orozco-Bucio	Maria	19-Jul-10
273	Orr	Eloise	19-Jul-10
274	Oseid	Robert	19-Jul-10
275	Oshita	Ashley	19-Jul-10
276	Pagan	Lyndsey	19-Jul-10
277	Paintsil	Jane	19-Jul-10
278	Palmer	Elizabeth	19-Jul-10
279	Parson-Gardner	Charise	19-Jul-10
280	Patton	Morgan	19-Jul-10
281	Perez	Emelia	19-Jul-10
282	Perteete	Lillian	19-Jul-10
283	Peterson	Samantha	19-Jul-10
284	Pitts-Holman	Yvette	19-Jul-10
285	Plascencia	Carina	19-Jul-10
286	Plott	Monica	19-Jul-10
287	Pomykala	Rachel	19-Jul-10
288	Presley	Jeffrey	19-Jul-10
289	Price	Christopher	19-Jul-10
290	Price	Deborah	19-Jul-10
291	Price	Emily	19-Jul-10
292	Pruyn	Kirstin	19-Jul-10
293	Pryor	Nicole	19-Jul-10
294	Punwar	Alissa	19-Jul-10
295	Pushies	Lindsay	19-Jul-10
296	Pyka	Erin	19-Jul-10
297	Quigley	Michael	19-Jul-10
298	Quiroga	Rita	19-Jul-10
299	Rangel	Vanessa	19-Jul-10
300	Reed	Jacqueline	19-Jul-10
301	Reetz	Leanne	19-Jul-10
302	Rehak	Jennifer	19-Jul-10
303	Richardson	Dawn	19-Jul-10
304	Rickey	Elizabeth	19-Jul-10
305	Rink	Leora	19-Jul-10
306	Risley	Lisa	19-Jul-10
307	Rivera	Ruben	19-Jul-10

308	Robinson	Christopher	19-Jul-10
309	Robinson	Howard	19-Jul-10
310	Rochon	Latoya	19-Jul-10
311	Rodriguez	Mayra	19-Jul-10
312	Rodriguez	Martha	19-Jul-10
313	Rogers	Valencia	19-Jul-10
314	Roland	Wanda	19-Jul-10
315	Rosenstein	Shelley	19-Jul-10
316	Ross	Melinda	19-Jul-10
317	Ruddy	Jillian	19-Jul-10
318	Russell	Melinda	19-Jul-10
319	Ruthaivilavan	Megan	19-Jul-10
320	Ruther	Aisha	19-Jul-10
321	Saieh	Gina	19-Jul-10
322	Salas	Berenice	19-Jul-10
323	Saposnik-Vasaitis	Susan	19-Jul-10
324	Saverson	Arlinda	19-Jul-10
325	Scanlon	Craig	19-Jul-10
326	Schaldenbrand	Crystal	19-Jul-10
327	Schoppman	Sarah	19-Jul-10
328	Schreiber	Caroline	19-Jul-10
329	Scott	Veronica	19-Jul-10
330	Scott	Kezia	19-Jul-10
331	Scott-Tabb	Joan	19-Jul-10
332	Seals	Delores	19-Jul-10
333	Shannon	Ulric	19-Jul-10
334	Shiller	Brenda	19-Jul-10
335	Short	Willie	19-Jul-10
336	Shovers	Elizabeth	19-Jul-10
337	Shved	Tamara	19-Jul-10
338	Siegel	Eric	19-Jul-10
339	Silis	Kathryn	19-Jul-10
340	Singh	Sonia	19-Jul-10
341	Skalsky	George	19-Jul-10
342	Skores	Karen	19-Jul-10
343	Slotwinski	Elizabeth	19-Jul-10
344	Smith	Andria	19-Jul-10
345	Smith	Geraldine	19-Jul-10
346	Smith	Lavern	19-Jul-10
347	Smith	Stacey	19-Jul-10
348	Smith	Carol	19-Jul-10
349	Smith	Arlinda	19-Jul-10
350	Smith	Paulette	19-Jul-10
351	Smith	Barbara	19-Jul-10
352	Sokoya	Jamui	19-Jul-10
353	Solarski	Carolyn	19-Jul-10
354	Spychalski	Nicholas	19-Jul-10
355	Storey	Sherr	19-Jul-10
356	Stuart	Valerie	19-Jul-10
357	Studer	Anne	19-Jul-10

358	Stumpf	Barbara	19-Jul-10
359	Suh	Justina	19-Jul-10
360	Swanson	Allison	19-Jul-10
361	Taneja	Paul	19-Jul-10
362	Taubel	Rebecca	19-Jul-10
363	Taylor	Steven	19-Jul-10
364	Thomas	Tiffany	19-Jul-10
365	Thomas	Jacqueline	19-Jul-10
366	Thompson	Darryl	19-Jul-10
367	Thompson	Danielle	19-Jul-10
368	Toporek	Debra	19-Jul-10
369	Torres	Violet	19-Jul-10
370	Travaglini	Valerie	19-Jul-10
371	Treering	Kowa	19-Jul-10
372	Twardowski	Stephen	19-Jul-10
373	Ufniaz	Sylwia	19-Jul-10
374	Utsunomiya	Carol	19-Jul-10
375	Valerio	Maria	19-Jul-10
376	Vasquez	Olga	19-Jul-10
377	Vauters	Kevin	19-Jul-10
378	Veal	Whitney	19-Jul-10
379	Velazquez	Georgina	19-Jul-10
380	Veljkovic	Daniela	19-Jul-10
381	Vines	Mose	19-Jul-10
382	Voynovich	Julie	19-Jul-10
383	Wakefield	Apache	19-Jul-10
384	Walker	Natasha	19-Jul-10
385	Walker	Janice	19-Jul-10
386	Wardlow	Ebony	19-Jul-10
387	Washington	Denise	19-Jul-10
388	Washington	Carolyn	19-Jul-10
389	Weinberg	Shannon	19-Jul-10
390	Welch	Kenna	19-Jul-10
391	Welchko	Kristina	19-Jul-10
392	Weller	Whitney	19-Jul-10
393	Werling	Richard	19-Jul-10
394	White	Larnee	19-Jul-10
395	White	Regina	19-Jul-10
396	White	Dennis	19-Jul-10
397	Whitehead	Sheryl	19-Jul-10
398	Whitfield	Carletha	19-Jul-10
399	Williams	Tetorsha	19-Jul-10
400	Williams	Renee	19-Jul-10
401	Williams	Tori	19-Jul-10
402	Williams	Earlene	19-Jul-10
403	Willis	Verlinda	19-Jul-10
404	Winfield	LaShawn	19-Jul-10
405	Wissert	Lisa	19-Jul-10
406	Witt	Tijwana	19-Jul-10
407	Woldemariam	Joyce	19-Jul-10
408	Woods	Shamilya	19-Jul-10

409	Woods	Cottina	19-Jul-10
410	Wrather-Clark	Rita	19-Jul-10
411	Wynne	Jennifer	19-Jul-10
412	Young	Khalela	19-Jul-10
413	Youngblood	Krista	19-Jul-10
414	Zamudio	Alicia	19-Jul-10
415	Zaper	Victoria	19-Jul-10
416	Zdonek	Pauline	19-Jul-10
417	Zeman	Eileen	19-Jul-10
418	Zigulich	Sharon	19-Jul-10
419	Zmiejko	Barbara	19-Jul-10
420	Zuniga	Laura	19-Jul-10

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0825-RS7 through 10-0825-RS11 and 10-0825-EX17 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0825-RS7 through 10-0825-RS11 and 10-0825-EX17 adopted.

10-0825-OP1

APPROVE ENTERING INTO A LAND SWAP, AN AMENDMENT TO THE LEASE BETWEEN THE PUBLIC BUILDING COMMISSION AND THE BOARD AND A RECIPROCAL LICENSE AGREEMENT WITH THE CHICAGO PARK DISTRICT EACH IN CONNECTION WITH AN ADDITION TO THE EDGEBROOK SCHOOL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

The Public Building Commission ("PBC") holds title to the Edgebrook School property for the Board of Education. The Chicago Park District ("CPD") owns property adjacent to Edgebrook School. CPD also licenses property from the Board for athletic facilities adjacent to Edgebrook School. The Board needs 15,337 square feet of CPD land described on Exhibit A for the construction of an addition to Edgebrook School ("Edgebrook Addition"). CPD has agreed to convey the 15,337 square feet of land described on Exhibit A to the Board for the Edgebrook Addition in exchange for the 15,337 square feet of Board property described on Exhibit B and a Reciprocal License Agreement that will allow CPD and the Board to use and maintain athletic facilities adjacent to Edgebrook School on property owned by CPD and the Board as shown on Exhibit C.

The purpose of this Board Report is to authorize: (1.) PBC's conveyance of the 15,337 square feet of Board property described on Exhibit B to CPD in exchange for the 15,337 square feet of CPD Property described on Exhibit A to be conveyed to the City of Chicago in Trust for Use of Schools; (2.) An amendment to the Lease between the PBC and the Board removing the 15,337 square feet of land described on Exhibit B to be conveyed by the PBC to CPD ("Lease Amendment"); (3.) A reciprocal license agreement between the Board and CPD for the joint use of the athletic facilities owned by PBC on behalf of the Board immediately west of Edgebrook School ("Reciprocal License Agreement") as shown on Exhibit C; and (4.) A temporary license agreement between the Board and CPD for use of a portion of the CPD land located immediately north of the CPD land described on Exhibit A during the construction of the Edgebrook Addition ("Temporary License Agreement"). A Reciprocal License Agreement between the Board and CPD for the joint use of the athletic facilities immediately west of the Edgebrook School is currently being negotiated. A Temporary License Agreement for the Board's use of CPD property during the construction of the Edgebrook Addition is also being negotiated. The authority granted herein shall automatically rescind in the event the conveyance from PBC to CPD of the land described in Exhibit B, the conveyance from CPD to the City of Chicago in Trust for the Use of Schools of the land described in Exhibit A, the Lease Amendment to delete the property to be conveyed by PBC to CPD as described on Exhibit B, and Reciprocal and Temporary License Agreements are not executed, and the conveyances have not been completed, within 120 days of the date of this Board Report. Information pertinent to the IGA, Lease Amendment, Reciprocal and Temporary License Agreements and conveyances is stated below.

PARTIES:	Board of Education of the City of Chicago 125 S. Clark Street Chicago, IL 60603 Contact: Chief Operating Officer Phone: 773-553-2900	Chicago Park District 541 N. Fairbanks Chicago, IL 60611 Contact: General Superintendent Phone: 312-742-4500
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PROPERTY TO BE CONVEYED BY CPD TO THE CITY OF CHICAGO, IN TRUST FOR USE OF SCHOOLS:
Approximately 15,337 square feet of land described on Exhibit A attached hereto.

PROPERTY TO BE RELEASED/REMOVED FROM THE PBC LEASE: Approximately 15,337 square feet of land described on Exhibit B attached hereto.

PROPERTY TO BE CONVEYED BY THE PBC (ON BEHALF OF THE BOARD) TO CPD: Approximately 15,337 square feet of land described on Exhibit B attached hereto

DISPOSITION TYPE: The conveyances described above shall be in accordance with the Local Government Property Transfer Act. CPD will use the property described on Exhibit B for public park purposes upon acceptance. The Board will use the property described on Exhibit A for public school purposes upon acceptance.

RECIPROCAL LICENSE AGREEMENT: Shall cover the athletic facilities immediately west of Edgebrook School, identified as Parcel C on Exhibit C attached hereto. Under the Reciprocal License Agreement, CPD and Edgebrook School will have joint use of the athletic facilities. The exact hours and terms of operation will be coordinated between Edgebrook School and the CPD's site manager. CPD will be responsible for construction, maintenance and all costs related to the use and operation of the athletic facilities

TERM: The term of the Reciprocal License Agreement shall commence on the date the agreement is signed and shall end 10 years thereafter. It shall be renewable for a second term of 10 years by agreement of the Board and the CPD.

TEMPORARY LICENSE AGREEMENT: Shall pertain to CPD land that may be needed temporarily by the Board or the PBC for the construction of the Edgebrook Addition that is located north of the CPD land described on Exhibit A. The Board shall repair, or cause to be repaired by the PBC, any damage it causes to the Temporary License Area, including equipment, and return the Temporary License Area to CPD in the same condition it was received.

AUTHORIZATION: Authorize the President and the Secretary to execute the Lease Amendment and any and all conveyance documents required to effectuate the conveyance of the property and to accept the Property described on Exhibit A from CPD. Authorize the Chief Operating Officer to execute the Reciprocal and Temporary License Agreements with CPD. Authorize the General Counsel to include other relevant terms and conditions, including indemnification in the Reciprocal and Temporary License Agreements. Authorize the PBC to convey the Board's interest in the property shown in Exhibit B directly to CPD. Authorize the Chief Operating Officer to execute all ancillary documents required to administer or effectuate the landswaps and the Reciprocal and Temporary License Agreements.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report

FINANCIAL: Credit to General Fund: \$1

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND TO BE CONVEYED BY THE CHICAGO PARK DISTRICT TO THE CITY OF CHICAGO IN TRUST FROM USE OF SCHOOLS FOR THE CONSTRUCTION OF THE EDGEBROOK SCHOOL ADDITION, APPROXIMATELY 15,337 SQUARE FEET

PARCEL A

THAT PART OF LOTS 36 AND 39, IN OGDEN AND JONES SUBDIVISION OF BRONSON'S PART OF CALDWELL'S RESERVATION, LYING EASTERLY OF THE CENTERLINE OF NORTH CENTRAL AVENUE, IN SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT PARTS OPENED FOR STREETS), DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF N. MINNEHAHA AVE. (AS OCCUPIED) DISTANT SOUTHWESTERLY 157.35 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE OF N. MINNEHAHA AVE. AND THE SOUTHERLY LINE OF W. IONIA AVE. (AS OCCUPIED); THENCE NORTHWESTERLY ALONG A LINE 436.75 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF W. HIAWATHA AVE. (AS OCCUPIED), A DISTANCE OF 143.67

FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE 143.67 FEET WESTERLY OF AND PARALLEL WITH SAID WESTERLY LINE OF N. MINNEHAHA, A DISTANCE OF 106.75 FEET TO A POINT 330.00 FEET NORTHERLY OF SAID NORTHERLY LINE OF W. HIAWATHA AVE.; THENCE SOUTHEASTERLY ALONG A LINE 330.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF W. HIAWATHA AVE., A DISTANCE OF 143.67 FEET TO A POINT ON SAID WESTERLY LINE OF N. MINNEHAHA AVE. (SAID POINT DISTANT 330.00 FEET NORTHEASTERLY FROM THE INTERSECTION OF SAID WESTERLY LINE OF N. MINNEHAHA AVE. AND SAID NORTHERLY LINE OF W. HIAWATHA AVE. ; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF N. MINNEHAHA A DISTANCE OF 106.75 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PIN #: 10-33-318-001

AREA: 15,337 SQ. FT. = 0.35 ACRES

LEGAL DESCRIPTION SUBJECT TO MODIFICATION UPON RECEIPT OF FINAL SURVEY

EXHIBIT B

LEGAL DESCRIPTION OF THE LAND TO BE CONVEYED BY THE PUBLIC BUILDING OF COMMISSION OF CHICAGO TO THE CHICAGO PARK DISTRICT IN EXCHANGE FOR THE LAND DESCRIBED ON EXHIBIT A. THE PROPERTY DESCRIBED BELOW SHALL ALSO BE REMOVED/RELEASED FROM THE LEASE AGREEMENT BETWEEN THE PUBLIC BUILDING COMMISSION OF CHICAGO AND THE BOARD OF EDUCATION. THE SIZE OF THE LAND IS APPROXIMATELY 15,337 SQUARE FEET

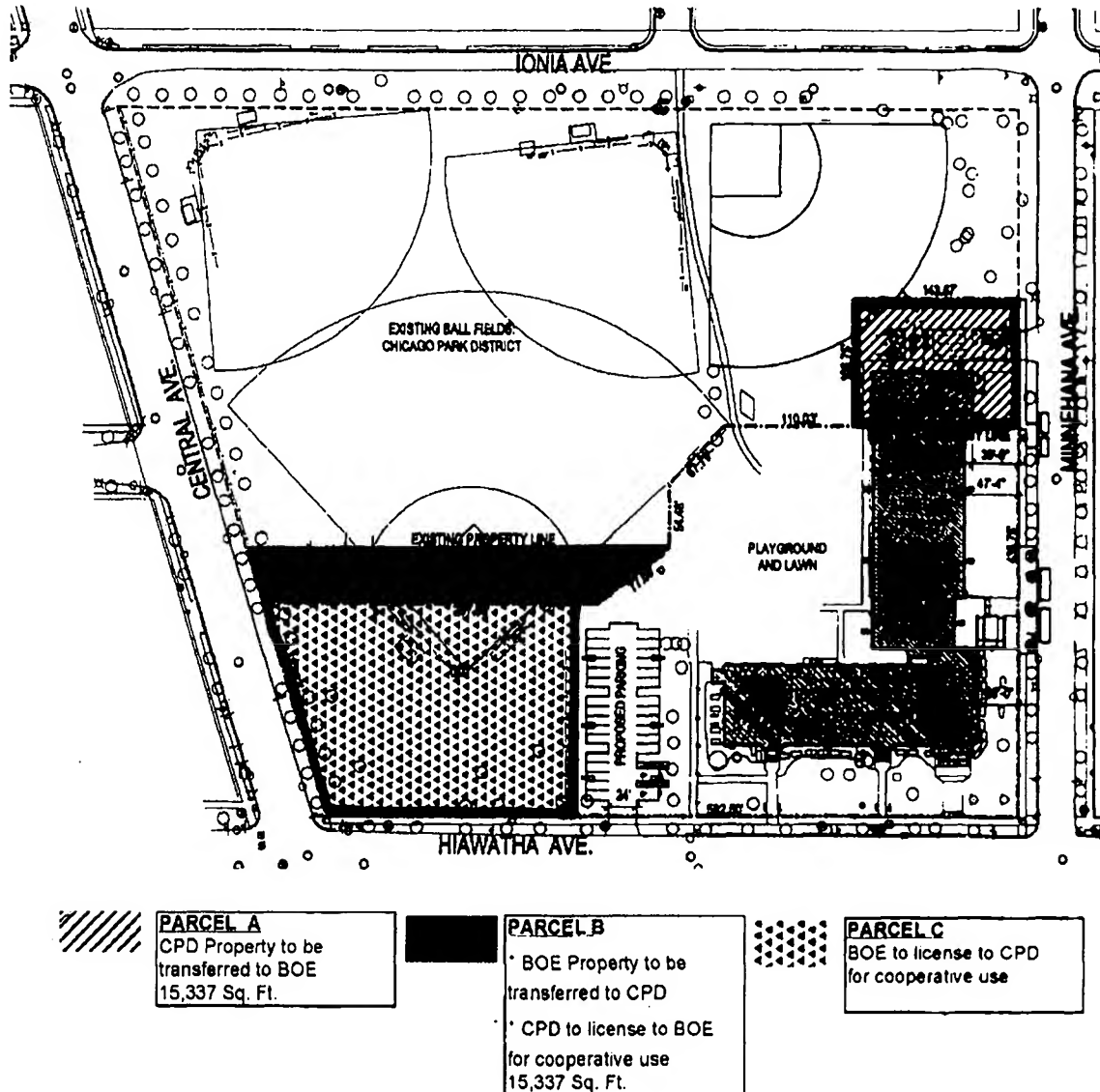
PARCEL B

THAT PART OF LOTS 36 AND 39, IN OGDEN AND JONES SUBDIVISION OF BRONSON'S PART OF CALDWELL'S RESERVATION, LYING EASTERLY OF THE CENTERLINE OF NORTH CENTRAL AVENUE, IN SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT PARTS OPENED FOR STREETS), DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY LINE OF N. CENTRAL AVE. (AS OCCUPIED) DISTANT NORTHEASTERLY 187.32 FEET FROM THE INTERSECTION OF SAID EASTERLY LINE OF N. CENTRAL AVE. AND THE NORTHERLY LINE OF W. HIAWATHA AVE. (AS OCCUPIED); THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF N. CENTRAL AVE. A DISTANCE OF 49.47 FEET TO A POINT (SAID POINT DISTANT 386.13 FEET SOUTHWESTERLY FROM THE INTERSECTION OF SAID EASTERLY LINE OF N. CENTRAL AVE. AND THE SOUTHERLY LINE OF W. IONIA AVE. (AS OCCUPIED); THENCE SOUTHEASTERLY ALONG A LINE 225.86 FEET NORTHERLY OF AND PARALLEL WITH SAID NORTHERLY LINE OF W. HIAWATHA AVE., A DISTANCE OF 362.89 FEET TO A POINT 300.00 FEET WESTERLY OF THE WESTERLY LINE OF N. MINNEHAHA AVE.; THENCE WESTERLY 77.09 FEET TO A POINT 178.67 FEET NORTHERLY OF SAID NORTHERLY LINE OF W. HIAWATHA AVE. AND 361.11 FEET WESTERLY OF THE WESTERLY LINE OF N. MINNEHAHA AVE.; THENCE NORTHWESTERLY ALONG A LINE 178.67 FEET NORTHERLY OF AND PARALLEL WITH SAID NORTHERLY LINE OF W. HIAWATHA AVE., A DISTANCE OF 287.08 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN #: 10-33-318-001

AREA: 15,336 SQ. FT. = 0.35 ACRES

LEGAL DESCRIPTION SUBJECT TO MODIFICATION UPON RECEIPT OF FINAL SURVEY

EXHIBIT C**Landswap and Reciprocal License Agreement Exhibit for Edgebrook School Project**

10-0825-OP2

**AUTHORIZATION TO PURCHASE ACCESS EASEMENT FOR THE
NEW WEST RIDGE ELEMENTARY SCHOOL IN WEST RODGERS PARK****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize the purchase of a permanent easement over Peoples Gas Property to provide access to the New West Ridge Elementary School from Kedzie Avenue. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to the purchase is as follows:

GRANTOR: Peoples Gas Light & Coke Co.
C/o Peoples Energy
130 East Randolph Drive
Chicago, IL 60601

DESCRIPTION: The new West Ridge Elementary School is located at 6700 N Whipple. The 36,074 square foot perpetual non-exclusive easement over Peoples Gas property will provide a second means of access to the school from Kedzie Avenue. The legal description for the easement is attached as Exhibit A. The easement will encumber part of PIN:10-36-300-055-0000. The legal description may be modified upon receipt of the final survey and title report.

PURCHASE PRICE: \$540,000 for the purchase of the permanent easement from Peoples Gas plus relocation costs required to accommodate the access road and easement over Peoples Gas' Property

APPRAISAL: Terrence O'Brien: \$540,000

PURPOSE/USE: To acquire an access easement to the new school from Kedzie Avenue. The new school is located on Whipple Avenue, a one way southbound street. The additional access from Kedzie will reduce traffic congestion on Whipple and provide a safe drop off point for children arriving by bus or by car.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written easement agreement, including reciprocal indemnification provisions and to execute all ancillary documents required to administer or effectuate this agreement. Authorize the President and Secretary to execute the Easement Agreement. Authorize the Comptroller to issue a check to Peoples Gas Light & Coke Company for \$540,000 for the purchase of the easement. Authorize the Chief Operating Officer to negotiate with the Public Building Commission and Peoples Gas Light & Coke Co. to establish relocation costs required to accommodate the easement and new access road over Peoples Gas' property. Payment of relocation costs shall be subject to applicable Board rules and policies.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: None. Local School Council is not applicable to this report.

FINANCIAL: Charge to Operations Department: \$540,000 + relocation costs
Budget Classification No.: 27021-480-56205-009446-620000-2010- \$520,000
27021-477-56205-009446-610000-2010- \$20,000
Fiscal Year: 2010
Source of Funds: Capital Improvement

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

EXHIBIT A

Legal Description For Easement

THAT PART OF LOT 2 IN THE SUBDIVISION OF THE WEST Y. (IN AREA) OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 89°51'56" WEST 103.03 FEET; THENCE NORTH 02°40'47" EAST, 359.60 FEET TO THE POINT OF BEGINNING. THENCE NORTH 43°40'42" WEST, 27.61 FEET; THENCE SOUTH 89°51'56" WEST, 124.14 FEET. THENCE NORTH 02°39'40" EAST, 70.09 FEET; THENCE SOUTH 89°51'56" WEST, 500.12 FEET TO THE EAST LINE OF KEDZIE AVENUE; THENCE NORTH 01°35'45" EAST ALONG THE EAST LINE OF KEDZIE AVENUE, 40.01 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 89°51'56" EAST ALONG SAID NORTH LINE OF LOT 2, 645.04 FEET; THENCE SOUTH 02°40'47" WEST, 130.17 FEET TO THE POINT OF BEGINNING.

PIN: 10-36-300-055 (PART OF)

(May be modified upon receipt of final survey and title report)

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0825-OP1 and 10-0825-OP2 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0825-OP1 and 10-0825-OP2 adopted.

10-0825-RS1

**RESOLUTION
REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE DESIGN AND
CONSTRUCTION OF MT. GREENWOOD ANNEX**

WHEREAS, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "PBC"); and

WHEREAS, the PBC provides a means of facilitating the acquisition, construction and improvement of public improvements, buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

WHEREAS, the Board has heretofore participated in the acquisition and construction of public schools and other facilities to provide essential governmental services in cooperation with the PBC and various other governmental agencies; and

WHEREAS, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

WHEREAS, the projects would maximize the utilization of educational facilities operated and maintained by the Board by providing new school educational options and enhanced recreational and other facilities and improving the community areas located in the vicinity of school property; and

WHEREAS, the estimated total cost of this Project is anticipated not-to-exceed \$11,125,223 of which the Board has or will incur approximately \$306,341 of Project-related costs directly while the portion of the Project to be undertaken by the PBC is anticipated to be \$10,818,882

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The PBC is hereby requested to complete the design and then to construct a new annex at Mt. Greenwood on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. This Project is not part of the Modern Schools Across Chicago Program. The Project will be funded with capital funds generated in Fiscal Year 2011 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost for the Project to be undertaken by the PBC shall not exceed \$10,818,882. This dollar amount is necessary to cover all project costs, including environmental, site preparation, construction, contingency, architecture fees and management fees. The Board in accordance with the terms of the IGA, will transfers to the PBC the funds necessary to complete the Project identified above.
3. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
4. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
5. This resolution is effective immediately upon its adoption.

10-0825-RS2

FINAL

RESOLUTION ADOPTING THE ANNUAL SCHOOL BUDGET FOR FISCAL YEAR 2011

WHEREAS, pursuant to Section 34-43 of The Illinois School Code (the "Code"), the Board of Education of the City of Chicago (the "Board") is required to adopt an annual school budget for each fiscal year of the Board no later than 60 days after the beginning of the fiscal year of the Board to which such budget relates; and

WHEREAS, the Board, as successor to the Chicago School Reform Board of Trustees of the Board of Education of the City of Chicago, is to bring educational stability to the system and is empowered and directed by the General Assembly pursuant to the provisions of Section 34-3.3 of the Code to (i) increase the quality of educational services in the Chicago Public Schools, (ii) reduce the cost of non-educational services and implement cost-saving measures including the privatization of services where deemed appropriate; and (iii) streamline and strengthen the management of the system, including a responsible school-based budgeting process, in order to focus resources on student achievement, and

WHEREAS, the Board is also to bring financial stability to the system and is empowered and directed by the General Assembly pursuant to the provisions of Section 34-3.3 of the Code to develop a long-term financial plan that, to the maximum extent possible, reflects a balanced budget for each fiscal year; and

WHEREAS, the Board is not required to balance its budget in accordance with an accounting system and procedure prescribed by the Chicago School Finance Authority because the financial oversight powers and responsibilities of the Chicago School Finance Authority have been suspended by Section 34A-411(c) of the Code until December 31, 2010, and

WHEREAS, the Board is directed by the provisions of Section 34-43 of the Code to balance its budget in each year within standards established by the Board, and

WHEREAS, Section 34-43 of the Code authorizes the Board's budget for any fiscal year to (i) provide for the accumulation of funds in the educational fund in order to achieve a balanced budget in a future year within the four-year period of the Board's financial plan to begin in that budget year or for capital improvements; and (ii) to provide for a reserve in the educational fund to ensure uninterrupted services in the event of unfavorable budget variances; and

WHEREAS, it is now appropriate for the Board to adopt its annual school budget for its Fiscal Year 2011 and related standards and policies.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO as follows:

Section 1. Findings. It is found, declared and determined as follows.

(a) Pursuant to section 34-43 of the Code, the Board has previously established standards by which its budgets shall be balanced in each fiscal year, consistent with the requirements of the Code. These standards provide that each budget of the Board shall cover a fiscal year of the Board and shall be developed and adopted in accordance with the requirements of the Code, including, but not limited to, Sections 34-42 through 34-51 thereof. These standards also provide that each budget shall be prepared in accordance with generally accepted accounting principles and shall be balanced such that, for each fund, the estimated sum of all revenues for the fiscal year from all sources and the amount of Fund Balance Available for appropriation in the fiscal year is greater than or equal to the estimated sum of all appropriations required to defray the amount of all expenditures and charges to be made or incurred during the fiscal year and the amount of all unpaid liabilities at the beginning of the fiscal year. The standards further provide that in determining the amount of the Fund Balance Available for appropriation in the Educational Fund, there shall be deducted (i) the amount, if any, which the Board directs to be accumulated to achieve a balanced budget in a future year within the four-year period of the financial plan to begin in the budget year or for capital improvements, and (ii) any reserve to insure uninterrupted services in the event of unfavorable budget variances. The Board's goal is to have a balanced budget over the period of the four-year financial plan that is to be developed.

(b) In order to achieve a balanced budget in one or more future years within the four-year period of the Board's financial plan, beginning in Fiscal Year 2011, it is necessary that amounts be accumulated in the Educational Fund. To ensure uninterrupted services during Fiscal Year 2011 in the event of unfavorable budget variances, it is necessary to establish a reserve in the Educational Fund. The total amount of this accumulation and reserve is \$0 for Fiscal Year 2010.

(c) The annual school budget for Fiscal Year 2011 was prepared in tentative form by the Board and was available for public inspection for at least fifteen days prior to adoption (to wit, since August 9, 2010) by having at least five copies of the tentative budget on file in the Office of the Board.

(d) On August 17, 2010, August 18, 2010, and August 19, 2010, public hearings were held concerning the adoption of the annual school budget for Fiscal Year 2011, notice of such hearings having been given by publication on August 9, 2010, in a newspaper of general circulation in the City of Chicago.

Section 2. Budget Approval. The Annual School Budget for Fiscal Year 2011 is adopted.

Section 3. Transfers Between Appropriations. The Office of Management and Budget may approve transfers within any Board fund and within an object group and purpose in accordance with this Section. Except for matters previously approved by the Board as being within the discretion of the Office of Management and Budget, transfers within a fund and between object groups and purposes must be recommended by the Office of Management and Budget and approved by the Board by a vote of two-thirds of the members, provided that such transfers shall not exceed 10% of the fund during the first half of the fiscal year, and no appropriation shall be reduced below an amount sufficient to cover all obligations that will be incurred against the appropriation. The Chief Executive Officer shall define object groups and purposes that are subject to these requirements.

Section 4. Capital Budgeting Process. Annually, the Board will prepare and approve a multi-year Capital Improvement Plan (the "CIP") consistent with the annual budget. Public hearings will be held to receive public comment on the proposed CIP each year.

Section 5. Grants. The Office of Grants Management and Administration shall be responsible for the structure and accountability of the school district's grants management process and is designated as the managing fiscal agent for the Board for all grant applications received from governmental funding agencies. The Office of Grants Management and Administration shall establish rules and procedures for all grant applications and for the acceptance of school-based grants and gifts.

The principal of a local school or unit head, serving as an agent of the Board, is responsible for the implementation and management of all school-based or unit-based grants from governmental and non-governmental agencies. The principal or unit head is responsible for implementing the program in a timely fashion, as approved by the funding agency, and for expending funds in accordance with the terms, budget, and liquidation requirements of the approved proposal.

Section 6. Personnel Policies. The appropriations herein made for personnel services shall be regarded as maximum amounts to be expended from such appropriations. Such expenditures shall be limited to personnel only as needed, or as may be required by law, not to exceed the maximum that may be employed for any position by title. Notwithstanding any item in the budget, one person may be employed or more than one person may be employed, upon recommendation of the Budget Director and the Chief Executive Officer, whether such title is printed in the singular or plural. The salary or wage rate fixed shall be regarded as the maximum salary or wage rate for the respective positions, provided that salaries or wage rates are subject to change by the Board during the fiscal year in accordance with collective bargaining agreements approved by the Board. The salary or wage rates are expressed on a monthly basis and extended to annual amounts unless otherwise indicated.

Initial appointments to any position, transfers among positions and resignations of Board personnel shall be made in accordance with, and subject to, current Board Policies and Rules, as may be amended, from time to time.

Section 7. Settlement Agreements and Judgments. No expenditure may be made from any fund or line item account herein for the purpose of executing settlement agreements, entering into consent orders or paying judgments except upon the approval of the Board, provided, however, that this section shall not apply to judgments, settlement agreements or consent orders involving an amount up to \$50,000 or to labor arbitrations. In those cases, the General Counsel is authorized to approve such documents and expend such funds without approval of the Board.

Section 8. Severability. To the extent that any prior resolution or policy of the Board (excluding Board Rules) is in conflict with the provisions of this Resolution, the provisions of this Resolution shall be controlling. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Resolution.

Section 9. Effectiveness. This Resolution is effective immediately upon its adoption.

10-0825-RS3

FINAL

RESOLUTION APPROVING THE SCHOOL DAY FOR ADDITIONAL LEARNING OPPORTUNITIES

WHEREAS, Section 1114 of the No Child Left Behind Act ("NCLB") empowers and directs the Board of Education of the City of Chicago (the "Board") to provide opportunities for all children to meet the State's proficient and advanced levels of student academic achievement;

WHEREAS, the Board wishes to provide these opportunities by increasing the number of opportunities for student learning activities at the school and increase the amount of student learning time in the school day;

WHEREAS, the Board is permitted by Section 34-18.4 of the Illinois School Code to operate before and after-school programs, which must be coordinated by certified teachers but may be staffed by non-certificated personnel;

WHEREAS, the Board intends to establish a pilot program entitled "Additional Learning Opportunities" at certain of its schools; and,

WHEREAS, the pilot program will be implemented in two phases during the 2010-2011 school year: in up to five schools in Fall 2010 and in up to ten schools in the first six months of 2011

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, as follows:

That the Board hereby provides targeted additional learning opportunities for students based on their current proficiency in reading and math while providing opportunities for our students to engage in other academic enhancing activities including arts and music.

That the Board hereby increases the student learning hours in designated Chicago Public Schools by requiring students enrolled in those schools to attend a mandatory 90 additional minutes per day for five days per week or as otherwise scheduled, subject to reasonable waiver provisions to be developed by the Chief Executive Officer;

That the Board authorizes implementation of this initiative, beginning with up to 15 elementary schools in the 2010-11 school year (see Appendix A), using a phased approach to implementation as indicated therein;

That the Chief Executive Officer or his designees shall engage stakeholders in workshops and other meetings with parents, community organizations, and other school groups involved at the selected schools for the purpose of providing feedback on program implementation.

That the Chief Executive Officer is authorized to implement this Resolution, to formulate and issue guidelines to effectively implement the Additional Learning Opportunities initiative for the 2011-2012 school year and to revise or update guidelines as necessary for the effective implementation of this Resolution; and,

That the Chief Executive Officer will provide a status report to the Board on the implementation of the pilot program on or about the first of every other month during the 2010-2011 school year, beginning on November 1, 2010 and a summative report on or before June 30, 2011

THEREFORE, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on August 25, 2010.

Appendix A

Phase	Area	School
1	9	Smyth
1	7	Ryerson
1	3	Leland
1	13	Chavez
1	13	Burke
2	13	Woodson South
2	9	Walsh
2	16	Mt. Vernon
2	9	Lawndale
2	3	Hay
2	7	Gregory
2	16	Fort Dearborn
2	16	Evers
2	3	Clark
2	7	Calhoun North

10-0825-RS4

FINAL

RESOLUTION APPROVING AN I-LEARNING PROGRAM FOR HIGH SCHOOLS

WHEREAS, Section 1114 of the No Child Left Behind Act ("NCLB") empowers and directs the Board of Education of the City of Chicago (the "Board") to provide opportunities for all students to meet the State's proficient and advanced levels of student academic achievement, and

WHEREAS, the Board wishes to provide these opportunities through various programs and learning options; and

WHEREAS, the Board wishes to utilize individualized, online learning options that will meet the diverse needs of our students, and

WHEREAS, the Board wishes to provide online opportunities for enrichment, college readiness, and other non-credit bearing course work; and

WHEREAS, Board Policy 605.11, the Policy on Granting Credit toward High School Graduation For Courses Taken Through Internet-Based Delivery, authorizes students to earn credit for courses taken through an approved online course provider; and

WHEREAS, the Board intends to establish a program at all high schools entitled "I-Learning" which is defined as a program that offers online courses to CPS students that meet their individual learning needs.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, as follows

That the Board authorizes online courses for the purpose of offering advanced learning opportunities, enriched learning options and credit-bearing courses, including credit recovery courses, in order to give students enrolled in high schools in the Chicago Public Schools an individualized learning path to meet graduation requirements and to achieve their personal education goals

That the Board intends to make the I-Learning program available, based on funding and subject to applicable laws and regulations, to all high schools in the Chicago Public Schools.

That the goal of this program is to provide quality on-line credit and non-credit bearing course opportunities provided that such courses are appropriate to meet the needs of participating students or where a high school demonstrates a need to include I-Learning opportunities as part of the school's curriculum.

THEREFORE, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on August 25, 2010.

10-0825-RS5

**RESOLUTION APPROVING THE APPOINTMENT OF THE PRESIDENT OF
THE CHICAGO MULTILINGUAL PARENTS COUNCIL TO A ONE-YEAR TERM**

WHEREAS, section 14C-10 of the Illinois School Code directs Illinois school districts to provide for the maximum practical involvement of parents of children in transitional bilingual education programs and

WHEREAS, section 14C-10, accordingly, empowers and directs the Board of Education of the City of Chicago to establish a parent advisory committee which affords parents the opportunity to effectively express their views and which ensures that its transitional bilingual education programs are planned, operated and evaluated with the involvement of, and in consultation with, parents of children served by those programs; and

WHEREAS, pursuant to section 14C-10, the Board previously created the Chicago Multilingual Parents Council (CMPC) to serve in an advisory capacity to the Board on issues related to the development, implementation and evaluation of its transitional bilingual education programs, and

WHEREAS, the Board has adopted revised By-laws and Operational Guidelines for the CMPC providing for: nine (9) parent delegates from the six clusters of the CPS to be elected by the presidents of local school bilingual advisory councils; and for: three (3) at-large parent delegates, six (6) community delegates from the six CPS clusters; and three (3) at-large bilingual education personnel delegates, to be appointed by the Board; and

WHEREAS, on May 27, 2009, the Board adopted a Resolution approving the election and appointment of new delegates to the CMPC; and

WHEREAS, pursuant to its By-laws and Operational Guidelines, the Chief Executive Officer has recommended that Maria de la Luz Moreno be appointed the next president of the CMPC; and

WHEREAS, pursuant to the CMPC By-laws and Operational Guidelines, the Board is to appoint the candidate recommended by the Chief Executive Officer as the next president of the CMPC

NOW, THEREFORE, BE IT RESOLVED, that the President and members of the Board of Education of the City of Chicago, gathered here this 25th day of August 2010, do hereby approve and appoint Maria de la Luz Moreno as President of the Chicago Multilingual Parents Council, to serve a one-year term, pursuant to the By-laws and Operational Guidelines of the CMPC, commencing on the date of its first regular meeting for the 2010-2011 school year.

10-0825-RS6

**RESOLUTION APPOINTING NEW MEMBERS TO FILL VACANCIES ON
THE NCLB TITLE I PARENT INVOLVEMENT ADVISORY BOARD**

WHEREAS, Section 1118 of the No Child Left Behind Act ("NCLB") empowers and directs the Board of Education of the City of Chicago ("Board") to host various parental involvement activities and to seek parental input on the Board's NCLB programming and expenditure of NCLB Title I funds, and

WHEREAS, on August 22, 2007, pursuant to Board Resolution 07-0822-RS4, the Board authorized the establishment of an NCLB Title I Parent Involvement Advisory Board ("PIAB") to advise the Board on matters relating to its NCLB programming, NCLB parental involvement activities and expenditure NCLB funds; and

WHEREAS, the PIAB By-laws provide that the membership of the PIAB shall consist of two members nominated from each of the six Clusters, as well as a Chair identified by the Office of Local School Council Relations from among any of the NCLB Title I parents in the district, for a total of thirteen members, appointed by the Board, and

WHEREAS, the PIAB By-laws provide that the Office of Local School Council Relations will recommend candidates for appointment to the PIAB and that principals of NCLB Title I schools shall assist that office in their recommendations by nominating potential parent representatives from their schools considering the following criteria: racial and ethnic diversity, geographical diversity, NCLB Title I parent status, and representation of high schools and elementary schools as well as schools with both larger and smaller NCLB Title I programs, and

WHEREAS, on September 26, 2007, pursuant to Board Resolution 07-0926-RS4, the Board appointed the original thirteen members of the PIAB; and

WHEREAS, the PIAB By-laws provide that the Board shall fill vacancies on the PIAB by appointing parents of CPS NCLB Title I students, with consideration given to the cluster represented by the departing member; the racial, ethnic, geographic and other factors considered in any outgoing member's nomination and as well as nominations by principals of schools within the outgoing member's cluster; and

WHEREAS, after taking into consideration the factors set forth above, the Office of Local School Council Relations has recommended the individuals named below for appointment to the PIAB to fill current vacancies on the PIAB;

NOW, THEREFORE, BE IT RESOLVED:

1. That the individuals named below are hereby appointed to fill the current vacancies on the PIAB in the office's of members from Clusters 1, 2, 4 and 6
2. This Resolution shall become effective immediately upon adoption

<u>NAME</u>	<u>SCHOOL</u>	<u>CLUSTER</u>
Esmeralda Cruz	Foreman High School	One
Maria Figueroa	Reilly Elementary	One
Maria Velázquez	Carl von Linne Elementary	Two
Latanya Pernel	Emmet Elementary	Two
Twaundella Taylor	Randolph Elementary	Four
Gloria Duran	Multicultural Arts High School	Four
Emmie Lipscomb	Songhai Learning Institute	Six
Quincey Cecil	Wendell E. Green Elementary	Six

10-0825-PO1

AMEND BOARD REPORT 00-0524-PO1
AMEND BOARD REPORT 91-0731-PO1

POLICY FOR COMPLIANCE WITH FREEDOM OF INFORMATION ACT REQUESTS

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board amend the Policy for Compliance with Freedom of Information Act Requests

Policy Text:

The Board of Education of the City of Chicago hereby declares its concurrence with and adherence to the philosophy, tenets and intent of the Freedom of Information Act. Pursuant to the fundamental philosophy of the American constitutional form of government and the laws of the State of Illinois, it is the public policy of the Board of Education of the City of Chicago that all persons are entitled to full and complete information regarding the affairs of government and the official acts and policies of those who represent them as public officials and public employees, consistent with the terms of the Freedom of Information Act. Such access is necessary to enable the people to fulfill their duties of discussing public issues fully and freely, making informed political judgments and monitoring government to ensure that it is being conducted in the public interest.

The Board of Education will not, in responding to any requests under the Freedom of Information Act, violate personal privacy, nor will the Act be used for the purpose of furthering a commercial enterprise, or to disrupt the duly undertaken work of the Board of Education or any school or Local School Council independent of the fulfillment of any of the afore mentioned rights of the people to access to information

Requests pursuant to the Freedom of Information Act must be evaluated in light of any the exemptions contained in the Act, as well as any State or Federal statutes which create additional restrictions on disclosure of information.

The Freedom of Information Act does not obligate the Board of Education or any school or Local School Council to maintain or prepare any public record not ordinarily maintained or prepared by the Board of Education or school or Local School Council

These restraints on information access are limited exceptions to the general rule that the people have a right to know the decisions, policies, procedures, rules, standards, and other aspects of government activity that affect the conduct of governance and administration of the Chicago Public Schools. The provisions of the Freedom of Information Act shall be construed to this end, in formulating responses to requests made pursuant to the Act.

This policy supersedes all previously adopted policies, and is effective immediately upon its adoption. The following "Procedures for Access to Information by the Public" is added to this Policy to identify procedures for obtaining materials under the Illinois Freedom of Information Act. Copies are available in the Freedom of Information Office.

PROCEDURES FOR ACCESS TO INFORMATION BY THE PUBLIC

Chicago Board of Education
Chicago Public Schools

I. Introduction

The Illinois Freedom of Information Act

These procedures have been established to provide the public with access to information retained by the Chicago Board of Education ("the Board") and the Chicago Public Schools ("CPS") in conformance with the Illinois Freedom of Information Act ("FOIA" or the "Act") (5 ILCS 140/1, et seq.). These procedures do not apply to the Illinois School Student Records Act (105 ILCS 10/1 et seq.) or the Illinois Personnel Record Review Act (820 ILCS 40/0.01 et seq.), the provisions of which are not changed or modified by FOIA.

II. Procedures

A. Public Records

In accordance with FOIA, any person, upon written request, may inspect and copy "public records" retained by the Board and CPS. A definition of "public records" available under FOIA is contained in §2(c) of Act. (5 ILCS 140/2(c)).

B. FOIA Office - Specific Location

All FOIA requests must be made in writing to the FOIA Office. The FOIA Office is located at 125 South Clark Street 7th 6th Floor, and is open from 9:00a.m. to 5:00 p.m. ~~8:30 a.m. to 4:30 p.m.~~ Monday through Friday.

C. FOIA Officer - Responsibilities

It is the responsibility of the FOIA Officer to perform the following functions:

1. Assist all persons making requests for information.
2. Accept requests for information and respond to these requests.
3. Maintain a record of requests for information and their disposition, including copies of all notices of denial, which are open to the public and indexed according to the type of exemption asserted, and to the extent feasible, according to the types of records requested. (5 ILCS 140/9(b)).

D. Materials to Assist the Public

~~The following materials are available at the FOIA Office or by mail, if requested:~~

- ~~1. A pamphlet briefly describing procedures for requesting access to information;~~
- ~~2. A form for use by the public to request access to information;~~
- ~~3. A list of all types of records retained by the Board and CPS, as well as a description of the manner in which that information is stored through the use of electronic means (5 ILCS 140/5);~~
- ~~4. Information concerning any fees required to reimburse the actual costs of reproducing and certifying information and to pay for the use of equipment to copy information, with the specification that individuals who are unable to pay the fees may request a waiver (5 ILCS 140/6); and~~
- ~~5. A brief description of the Board and CPS which includes a short summary of purpose, a block diagram giving functional subdivisions, the total amount of operating budget, the numbers and locations of all of the separate offices and schools, the approximate number of full and part-time employees, and the identification and membership of the board, which exercises control over its policies and procedures, and to which the CPS is required to report and be answerable for its operations. (5 ILCS 140/4(a)).~~

The following material is available for inspection and copying and sent through the mail if requested:

1. A brief description of itself, which will include, but not be limited to, a short summary of its purpose, a block diagram giving its functional subdivisions, the total amount of its operating budget, the number and location of all of its separate offices, the approximate number of full and part-time employees, and the identification and membership of any board, commission, committee, or council which operates in an advisory capacity relative to the operation of the public body, or which exercises control over its policies or procedures, or to which the public body is required to report and be answerable for its operations; and
2. A brief description of the methods whereby the public may request information and public records, a directory designating the Freedom of Information officer or officers, the address where requests for public records should be directed, and any fees allowable under Section 6 of this Act.

3. A public body that maintains a website shall also post this information on its website. 5 ILCS 140/4.

E. Conditions for Examining and Copying Information

FOIA authorizes public bodies to charge fees reasonably calculated to reimburse its actual cost for reproducing and certifying public records and for the use, by any person, of the equipment of the public body to copy records. (5 ILCS 140/6(a) and (b)) (See II(D)(4) above). However, no fee will be charged for the costs of the search for and review of documents. Fees for copying and certification may be reduced or waived, as determined by the FOIA Office, if the person requesting documents states the specific purpose for the request and indicates that a waiver for reduction of the fees is in the public interest (5 ILCS 140/6**~~(b)(c)~~**).

The FOIA Office may require that records be examined and copied under the supervision of staff to protect the materials from risk of damage, disorganization, loss, and to minimize the interference with essential operations of the Board or the Chicago Public Schools

F. Information Exempt from Inspection and Copying

FOIA specifies that a public body must comply with all requests for public records unless (1) the request would be unduly burdensome, (2) there is no way to narrow the request, and (3) the burden on the public body outweighs the public's interest in the information (5 ILCS 140/3**~~(f)(g)~~**).

FOIA further specifies that certain information shall be exempt from inspection and copying (5 ILCS 140/7). In the event that exempted information is requested, the request will be denied, in writing. The written denial will cite the applicable reason or exemption upon which the denial is based. When a written denial will cite the applicable reason or exemption upon which the denial is based. When a record which is exempt from disclosure contains any material which is not exempt, the Board and CPS will separate the exempt material and make the non-exempt material available for inspection and copying (5 ILCS 140/8 Z).

G. Time Line for Requests for Information

The Board and CPS will either comply with or deny a written request for information within five ~~seven~~ working days after the receipt of a FOIA request (5 ILCS 140/3**~~(e)(d)~~**).

When additional time is required, the Board or CPS shall notify the person making the request in writing within five ~~seven~~ working days after the request was received, specifying the reasons for the delay and the date by which the records will be made available (5 ILCS 140/3**~~(e)(c)~~**).

H. Denial of Request for Information

If a person is denied access to information, he or she will be given written notification of the denial, specifying the reasons for denial, and the names and titles of each person responsible for the denial. The person denied access to information will also be notified in the letter of his or her right to file a request for review with the Public Access Counselor established in the Office of the Attorney General (5 ILCS 140/9.5(a)) ~~appeal the denial and the name, title, and office address of the person to whom the appeal should be addressed (5 ILCS 140/9).~~

~~I. Appeal of Denial of Request of Information~~

~~Any person denied access to inspect or copy any public record of the Board and CPS may appeal the denial by sending a written notice to:~~

~~Office of Chief of Staff to the Chief Executive Officer~~

~~Attention: Diane Grisby Jackson~~

~~125 South Clark Street, 5th Floor~~

~~Chicago, Illinois 60603.~~

~~Upon receipt of the written notice of appeal, the Chief of Staff shall review the information requested, determine whether under the provisions of FOIA if such information is open to inspection and copying, and notify the person making the appeal of such determination within seven working days after the notice of the appeal. (5 ILCS 140/10).~~

I. J. Judicial Review

If the request is denied ~~on appeal~~, the person denied access to the public record shall be notified of his or her right to file suit for injunctive or declaratory relief (5 ILCS 140/11)

LEGAL REFERENCES: 105 ILCS 5/140 et seq

10-0825-PO2

**RESCIND BOARD REPORT 04-1027-PO2
AMEND BOARD REPORT 99-1027-PO1
POLICY FOR THE PRESENTATION OF MATTERS FOR BOARD APPROVAL**

THE GENERAL COUNSEL RECOMMENDS:

That the Board of Education rescind Board Report 04-1027-PO2 entitled Amend Board Report 99-1027-PO1 Policy for the Presentation of Matters for Board Approval. Board Rule 2-15, Reporting to the Board, required that the Board "adopt a policy for reporting matters to, and obtaining authority and/or approval from, the Board." Board Rule 2-15 has been repealed and thus the need for the Policy for the Presentation of Matters for Board Approval does not exist.

10-0825-RU1

FINAL

**ANNUAL READOPTON OF BOARD RULES, REPEALER OF BOARD RULE 2-15, AND
AMENDMENT OF BOARD RULES 6-2, 6-18 and 6-25**

THE GENERAL COUNSEL RECOMMENDS:

That the Board readopt its Board Rules, as amended and attached hereto, effective August 26, 2010 with the repealer of Board Rule 2-15 Reporting to the Board and the amendment to Board Rules 6-2 Admission to Elementary School; 6-18 Circulation and Distribution of Unauthorized Written Materials and 6-25 Use of School Buildings After Regular Hours of Building Operation.

Chapter	Action
Chapter I – Organization of the Board of Education	No Updates.
Chapter II – Conduct of The Business of the Board of Education	Sec. 2-15. Reporting to the Board is repealed Throughout the Board Rules, there are references to what matters need to be reported to the Board and what matters must be presented to obtain authority and/or approval from the Board. Adopting a policy stating as such pursuant to Board Rule 2-15 would be redundant.
Chapter III – Administrative Organization	No Updates.
Chapter IV – Personnel Rules	No Updates.
Chapter V – Financial Rules	No Updates.
Chapter VI – School Rules	Sec. 6-2, 6-18, and 6-25 are amended See below for amendments.
Chapter VII – Procurement and Contract Rules	No Updates.

**CHAPTER I
ORGANIZATION OF THE BOARD OF EDUCATION**

Sec. 1-1. Officers. The officers of the Board of Education shall be the President, Vice President and Secretary. The President and Vice President shall be elected annually in July or whenever a vacancy exists, by majority vote of the full membership. The Board shall select and appoint a Secretary and an Assistant Secretary who shall be employees of the Board and shall have the powers and duties prescribed by these Rules.

Sec. 1-2. Election of Officers. The President and Vice-President of the Board of Education shall be elected from the members of the Board of Education by a roll call vote of the members of the Board of Education. The President and the Vice-President shall each receive the votes of a majority of the full membership of the Board of Education before being declared elected. The President and the Vice-President, respectively, shall hold their offices for one year and until their successors shall be duly elected and qualified.

Sec. 1-3. Special Committees. The President, with the approval or at the direction of the Board of Education, may appoint special committees to consider and report on matters referred to them

Sec. 1-4. President. The President shall preside at all meetings of the Board of Education at which the President is present. The President shall perform such duties and exercise such powers as usually pertain to the office of President, and shall also have such additional powers as may be granted by statute or by the Board of Education.

Sec. 1-5. Vice-President. The Vice-President shall preside at all meetings of the Board of Education in the absence of the President, and shall perform such other duties as may be enjoined upon the Vice-President by the Board of Education. In the case of the absence or disability of the President, or if there be a vacancy in the office of the President, all the powers and duties of that office shall devolve upon the Vice-President, who shall continue to exercise such powers and duties until the President returns or the vacancy is filled.

Sec. 1-6. Chairman Pro Tem. In the case of the absence or disability of the President and the Vice President at any regular or special meeting of the Board of Education when a quorum is present, as determined by the Secretary by roll call, the members present shall proceed to the election of a Chairman Pro Tem who shall act at such meeting in lieu of the President and the Vice President

Sec. 1-7. Secretary. The Secretary shall cause to be developed and kept a record of all of the agendas and proceedings of the Board of Education; shall give notice to members and the public of regular, special and recessed meetings of the Board of Education; shall have general supervision of all records of the agendas and proceedings of the Board of Education and of each committee and subcommittee thereof, and of such other records as the Board of Education may direct, shall sign all records of proceedings of the Board of Education; shall cause to be prepared expeditiously the agendas and proceedings of the Board of Education and such reports and other matters as the Board of Education may direct or are by law required, and shall send copies thereof to all members; shall publish and make available, at a minimum once a year, an up-to-date copy of these Board Rules; shall maintain an up-to-date file on policies approved by the Board; shall publish in May of each year a Calendar of Board Meetings for the upcoming fiscal year; shall publish in September a list of reports that require annual Board approval; shall accept all liens and summons served on the Board; shall sign all checks drawn by order of the Board of Education and present the same to the Mayor and the City Comptroller for countersigning, shall sign all contracts and legal instruments approved by the Board of Education and shall perform such other duties as usually pertain to the Office of Secretary or such as may be directed by the Board of Education and by these Rules

The Secretary shall be responsible for the administration of the Policies for all records management (including computer, electronic, paper and film) records retention, records management and records destruction for the Board of Education and the Chicago Public Schools.

Sec. 1-8. Assistant Secretary. The Assistant Secretary shall perform the duties of the Secretary in case of the Secretary's absence or inability to act. The Assistant Secretary shall perform such other duties as may be enjoined upon the Assistant Secretary by the Board of Education.

Sec. 1-9. Discrimination. It is the policy of the Board to prohibit unlawful discrimination on the basis of any classifications protected by the Constitution of the United States, the Constitution of the State of Illinois and applicable federal, state or local laws or ordinances, including but not limited to discrimination on the basis of race, color, sex, gender identity/expression, age, religion, disability, national origin or sexual orientation.

Sec 1-10. Finance and Audit Committee. The Finance and Audit Committee shall consist of all members of the Board of Education. The Finance and Audit Committee is authorized to review the status of the Board's budget and expenditures, review the expenses of the Office of the Board, decide all requests for reimbursement of expenses by the President of the Board, receive reports from the Chief Executive Officer or the Chief Financial Officer regarding issues related to the Board's financial condition, and review the Board's procurement and expense reimbursement policies and related matters. The Finance and Audit Committee also shall perform other responsibilities as are designated by the Board or the Board President.

CHAPTER II CONDUCT OF THE BUSINESS OF THE BOARD OF EDUCATION

Sec. 2-1. Regular Meetings. The Board of Education shall establish a schedule of regular meetings in May of each year and shall state the regular dates, times and places of such meetings

Sec. 2-2. Special Meetings. Special meetings may be held at any time on call of the President or any three or more members. Such call shall be in writing, duly signed, and shall be presented to the Secretary who shall proceed immediately to prepare notices and an agenda on the same and shall cause them to be served on members of the public and the members of the Board of Education at least 48 hours prior to the day and hour set for said special meeting.

Sec. 2.3. Public Hearings on One School Issue or School Problem - Regular Meeting. Upon the written request of the President or any majority of the members, any one school issue or school problem presented by any member, person, civic group or organization, may be set for public hearing at a regular meeting of the Board, at a fixed hour and stating the time allowed for oral presentation. The Secretary shall promptly notify the person, civic group or organization that presented the said school issue or school problem to be heard, of the day and hour of the regular meeting of the Board at which the public hearing is to be held, and stating the time allowed by the Board for oral presentation. Procedures for presentations at public hearings shall follow the current Guidelines for Public Participation

Sec. 2-4. Order of Business Quorum. At each meeting of the Board of Education, the President shall take the chair at the time appointed for the meeting and shall call the same to order. The Secretary shall immediately call the roll of members. If no quorum be present, the Board of Education shall not stand adjourned thereby, but the member or members present may adjourn to a subsequent date by a majority vote of those present.

Provided a quorum of Board members is physically present for a meeting, a Board member may participate by video or audio conference if he or she is prevented from physically attending because of (i) personal illness or disability; (ii) personal employment purposes; (iii) business obligations of the Board; (iv) a family or other emergency; or (v) such other reasons authorized under Section 7 of the Open Meetings Act (5/ILCS 120/7). A Board member who attends a meeting by audio or video means, as provided herein, may participate in all aspects of the Board meeting including voting on any item. If a member wishes to attend a meeting by video or audio conference, the member shall notify the Secretary before the meeting unless advance notice is impractical. The Secretary shall indicate in the meeting minutes whether the members of the Board were physically present for the meeting or present by means of video or audio conference.

A quorum for the transaction of business shall consist of a majority of the full membership of the Board of Education then serving. When a quorum is physically present, the general order of business shall be as follows subject to any modifications noted in the agenda published for a particular meeting

- A. Roll Call
- B. Chief Executive Officer Report
- C. Policy/Rule Report
- D. Closed Session
- E. Closed Session Items
- F. Reading and Consideration of Minutes
- G. Unfinished Business
- H. Resolutions
- I. Policies
- J. Board Rules
- K. Communications
- L. Non-Delegable Reports
 - 1. Board Office; General Counsel; Inspector General
 - 2. Chief Executive Officer
 - 3. Chief Management Officers
 - 4. General Counsel
- M. Delegable Reports
 - 1. Chief Executive Officer
 - 2. Chief Management Officers
 - 3. General Counsel
- N. New Business
- O. Adjournment

Sec. 2-5. Rules of Order. The Rules of Parliamentary Practice embraced in the most recent edition of Robert's Rules of Order shall govern the Board of Education in all cases in which they are not inconsistent with the Rules of the Board of Education.

Sec. 2-6. Amendment and Suspension of Rules. The Rules of the Board of Education may be repealed, amended or added to only at a regular meeting and by a vote of two-thirds of the full membership. Any and all amendments to these Rules shall specify therein the chapter and section thereof sought to be amended.

The Rules may be suspended at any regular meeting by a majority of the full membership then serving, provided, however, that these Rules shall not be suspended for the purpose of repealing, amending, or adding to the same except by a vote of two-thirds of the full membership.

Sec. 2-7. Annual Adoption of Rules. The Board of Education shall re-adopt these Board Rules, and any amendments, modifications, repealers, or suspension thereto, by a vote of two-thirds of the full membership of the Board at its first regular meeting after the start of each fiscal year or at such other times as the Board deems appropriate. If the Board fails to readopt these Board Rules as set forth in this Rule, the existing Rules shall continue in full force and effect.

Sec. 2-8. Withdrawing Reports and Laying Over Reports.

- a. Prior to a vote on any report presented to the Board, the Chief Executive Officer or any other Officer sponsoring the report may withdraw the report from the agenda.
- b. Upon the request of any member, any report presented by any department head or any motion, resolution, order, or Rule presented by any member shall be laid over for one meeting, provided, however, that no matter shall be so laid over for more than three consecutive meetings. The report, motion, resolution, order or Rule so deferred shall be published in the proceedings of the Board of Education.

Sec. 2-9. Vote Required - Recording of Vote. Except as otherwise provided by law or in these Rules, all questions pending before the Board of Education shall be decided by a majority of the members voting upon them, a majority of the entire Board of Education voting. The Ayes and Noes shall be taken and entered of record by the Secretary.

Sec. 2-10. Reconsideration. No motion for a reconsideration of any vote shall be entertained unless such motion shall be made at the meeting at which the vote sought to be reconsidered was taken, or at the next regular meeting thereafter, by any member of the Board of Education who shall have voted with the prevailing side or shall have been absent when the vote was taken. Any member may second the motion.

Where the Ayes and Noes have not been called on a question, any member may make the motion to reconsider.

Sec. 2-11. Records of Proceedings. The record of the Proceedings of the Board shall be prepared and maintained by the Secretary and include a record of the following (1) the date, time and place of the meeting, (2) the members of the Board who were present, absent and whether members were physically present or present by means of video or audio conference, and (3) a summary of discussion on all matters proposed, deliberated or decided and any votes taken. The Board of Education may direct that the remarks of any member made during a meeting shall be included in the record of proceedings

Sec. 2-12. Approval and Posting of Proceedings. The Secretary shall affix his or her signature to the records of Board proceedings. Such signed records, when approved by a majority vote of the full membership of the Board shall be the official records of such proceedings. Within seven (7) days of the approval of such proceedings, the Secretary shall post the approved proceedings on the Board's website for a period of not less than 60 days.

Sec. 2-13. Delegation of Board Authority.

a. **Manner and Effect of Delegation of Authority.** With the exception of those powers and authority exclusively reserved to the Board by the Illinois School Code, as it exists now, or as it may be hereafter amended, the Board may delegate its authority by Board Rule, Board Policy, Board Resolution, Board Report or other Board action. Where the Board has delegated authority to an Officer or his/her designee, that Officer or his/her designee may take all actions consistent with the delegation without further Board action or authority and the action shall be binding upon the Board at the time the Officer acts

b. **Authority Not Specifically Delegated.** The Board reserves to itself all authority and power it has not specifically delegated to another by Board Rule, Board Policy, Board Resolution, Board Report or other Board action.

c. **Authority over Departments and Delegated Authority.** Chiefs, Officers and heads of departments have the authority to supervise their respective departments or units, including all employees within their departments or units, and to take all actions delegated to them by Board Rule, Policy, Resolution, Board Report or other Board action. Said Chiefs, Officers and heads of departments or units may delegate their authority to employees within their departments or units, including any authority delegated to them by the Board.

Sec. 2-14. Line Item Veto. For any Board Report requesting authority for multiple actions/items/transactions, the Board shall have the right, at its discretion, to strike or decline approval for any one or more action/item/transaction identified on such Board Report without voiding the remainder of the Board Report.

Sec. 2-15. Reporting to the Board. (Repealed 08-25-10)

~~The Board shall adopt a policy for reporting matters to, and obtaining authority and/or approval from, the Board.~~

Sec. 2-16. Approval of Donations. Donations may be issued to students enrolled in the Chicago Public Schools and third parties for the benefit of students enrolled in the Chicago Public Schools only upon approval by a majority vote of the Board. For purposes of this Rule, the term donation means the voluntary contribution of funds by the Board to one or more individual students enrolled in the Chicago Public Schools or a not-for-profit entity that provides services to or advocates on behalf of students enrolled in the Chicago Public Schools. Donations are not authorized by or subject to the provisions of Chapter 7 of these Rules.

CHAPTER III ADMINISTRATIVE ORGANIZATION

Sec. 3-1. Chief Executive Officer. The Chief Executive Officer shall have all the duties and powers authorized by the Illinois School Code and all such additional duties and powers as may be granted by the Board of Education.

Sec. 3-2. Law Department. The General Counsel shall have charge and control, subject to the approval of the Board of Education, of the Law Department and of all litigation, legal questions, and such other legal matters as may be referred to the department by the Board of Education or by the Chief Executive Officer. The General Counsel shall have authority to settle any matter before the Law Department, including, but not limited to, federal and state court cases, administrative enforcement agency cases, workers' compensation claims, employment issues, and contract disputes, for a sum up to and including \$50,000, without Board approval. The General Counsel shall report any settlements in excess of \$10,000 to the Board in an appropriate manner on a monthly basis. The General Counsel may authorize payments of legal expenses and costs incurred and approved pursuant to sections 3.2, 3.3 and 3.5 herein, subject to the authority delegated to the General Counsel in Chapter VII of these Rules. The General Counsel shall also review all contracts, bonds, leases subject to the exceptions noted in Section 7-15 herein

Assistants and Deputies General Counsel shall work under the direction and supervision of the General Counsel and are expressly prohibited from performing legal work for or undertaking legal representation of any person or entity other than the Board of Education. Violation of the prohibition against outside practice by an Assistant or Deputy General Counsel shall constitute cause for immediate dismissal from employment.

Sec. 3-3. Retention of Outside Legal Counsel. The retention of outside legal counsel is reserved to the Board. Subject to approval by the Board, the General Counsel may retain outside legal counsel to appear in legal proceedings on his/her behalf or to provide other legal services to the Board.

Sec. 3-4. Legal Opinions. The General Counsel shall furnish, upon written request, legal opinions and advice to the Board of Education, its members, committees, the Chief Executive Officer and the Secretary, upon any matter connected with administration of the public school system.

Sec. 3-5. Attorney's Appearance In Legal Proceedings. The General Counsel shall appear for and protect the rights and interests of the Board of Education in all cases, suits, and proceedings brought by or against the Board of Education. The General Counsel also shall take all actions necessary to fulfill the Board's obligations pursuant to Section 105 ILCS 5/34-18.1 of the School Code. If a current or former member, officer or employee of the Board is required to appear in any matter or defend against or respond to any claim, in their individual or official capacity, the General Counsel may elect to represent such person, appoint outside counsel to represent such person or approve reimbursement of reasonable legal expenses and costs provided that the person was acting in the scope of the person's office or employment during the events giving rise to the matter or claim. No Board funds shall be expended for payment of legal services rendered on behalf of any person in the event the person is identified as the target of a criminal investigation or upon the charge of such person by criminal complaint, information or indictment in criminal proceedings. Upon the conclusion of the criminal investigation or proceedings in which the person was a target or defendant, however, such person may request reimbursement of reasonable legal expenses and costs if such person has not been charged or has been acquitted or found not guilty or if all charges against such person in the action have been dismissed. All requests for reimbursement are subject to approval of the General Counsel and the Board.

Sec. 3-6. Workers' Compensation - Authority to Make Statutory Payments. The Chief Financial Officer or his designee shall have authority, in proper cases under the Workers' Compensation Act and Occupational Diseases Act as determined with advice of the General Counsel, to issue requisitions directing the payment of temporary total disability and statutory losses including statutory permanent total disability benefits to Board of Education employees who have sustained accidental injuries or incurred occupational diseases, and of medical and hospital expenses in such cases, without the adoption of Board Reports. Settlements of any Workers' Compensation claims shall be in accordance with Board Rule 3-2.

Sec. 3-7. Administrative Organizational Units. The Board of Education shall establish such administrative organization units as it may deem necessary or appropriate to ensure the effective and efficient operation of the system and determine the duties and functions of each. Chiefs, officers and the heads of departments shall be appointed by the Board in accordance with Chapter IV of these Rules.

Sec. 3-8. Inspector General. In addition to such administrative units, the Inspector General, who is appointed by the Mayor of the City of Chicago, shall report to the Board of Education. The Inspector General shall investigate allegations of fraud, waste and mismanagement as well as any other matters which shall be designated by the Board. Prior to the beginning of each fiscal year, the Board shall determine the budget allocation for operation of the Office of the Inspector General.

Sec. 3-9. Internal Audits.

a. The Chief Executive Officer is responsible for ensuring that internal audits are conducted and for the ongoing improvement of the internal audit process.

b. The Chief Executive Officer's responsibilities shall include, but not be limited to (i) developing an annual internal audit plan for purposes of providing objective analyses, appraisal and evaluation of risks associated with fiscal and programmatic activities of the school district, (ii) determining that the school district is effectively allocating resources on programs, external activities, partnerships and consultants, (iii) ensuring the integrity of the financial reporting system and the efficacy of internal financial controls established to minimize waste and mismanagement; and (iv) recommending policies and systematic improvements regarding internal controls based upon audit analyses and findings.

c. The Chief Executive Officer will review the annual internal audit plan with the Inspector General to obtain recommendations for additional areas of audit and to avoid any audit duplication of any area or department designated for review in the annual internal audit plan.

d. The Chief Executive Officer shall report quarterly to the Board on the status of the internal audit process.

**CHAPTER IV
PERSONNEL RULES**

Sec. 4-1. Delegation of Authority and Reporting to the Board

- a. *Delegation to Chief Executive Officer or His/Her Designee.* Subject to the limitations set forth in the Illinois School Code, these Rules and the Board's Policies, and except as provided in Rule 4-1c below, the Chief Executive Officer and his/her designee(s) are hereby delegated the following authority with respect to Board personnel, which may be exercised without Board action:
 1. Except as provided in 4-1(c)(1) to hire, appoint, or promote based on merit employees upon his/her own recommendation or the recommendation of the General Counsel, the Chief Financial Officer, executive officers, officers or principals, and to establish eligibility criteria for hire, appointment or promotion.
 2. To classify and reclassify employees;
 3. To establish a schedule of basic salaries and wage rates, and to set compensation, wages and/or salary based on employee classifications or job titles or other criteria.
 4. To establish policies with respect to overtime pay;
 5. To grant annual increases to wages and salary based on cost of living for employees not subject to a performance management program or merit pay plan and to grant or withhold annual increases to wages and salary based upon merit to employees subject to a performance management program or merit pay plan adopted by the Chief Executive Officer or designee;
 6. To establish employee benefit plans, including employee medical, dental and life insurance plans, and tax-deferred savings plans, and the eligibility criteria for participation in those plans;
 7. To establish work schedules for all employees, including hours of work and days of work.
 8. To establish evaluation procedures for all employees, including teachers and principals.
 9. To grant paid time off for excused days, holidays, sick leave, personal leaves or vacation.
 10. To grant voluntary leaves of absence to employees and to order involuntary leaves of absence for employees;
 11. To grant the following paid and unpaid leaves of absence to eligible employees in accordance with collective bargaining agreements, Board Rules and Policies
 - i. sabbatical leaves of absence;
 - ii. on-loan leaves of absence;
 - iii. union leaves of absence; and
 - iv. pension office employment leaves of absence;
 12. To commence disciplinary or dismissal proceedings against employees.
 13. To demote, transfer, discipline or dismiss employees;
 14. To layoff employees, reduce the Board's workforce, or declare unpaid furlough days for employees;
 15. To accept resignations and retirements from employees; and,
 16. To exercise all other authority over personnel that is not specifically reserved for Board action.
- b. *Chief Executive Officer's Quarterly Report of Personnel Transactions to the Board and Monthly Report of Salary Increases in Excess of Ten (10%) Percent.* The Chief Executive Officer or his/her designee(s) shall submit a quarterly report (which shall be made public) to the Board that summarizes the previous quarter's personnel actions made by the Chief Executive Officer or his/her designee in accordance with Rule 4-1a, provided however, that the reason or cause for any employee dismissal shall not be made public. The Chief Executive Officer or his/her designee(s) shall submit a monthly report (which shall be made public) to the Board that summarizes salary increases in excess of ten (10%) percent granted to employees during the previous month, including those caused by promotion or position reclassification.
- c. *Personnel Authority Reserved for Board Action.* The Board shall exercise all authority over the following personnel matters, which authority is non-delegable under the Illinois School Code or which the Board has reserved to itself:
 1. to appoint the Board Secretary, the Assistant Board Secretary, the Chief Executive Officer, the General Counsel, deputies and assistants general counsel, the Chief Financial Officer, executive officers, officers, and contract principals at schools with Appointed Local School Councils and contract principals at schools with Local School Councils that fail to directly select a principal in accordance with section 34-2 3(2) of the Illinois School Code;

2. To establish salaries upon hire for the Board Secretary, the Assistant Board Secretary, the Chief Executive Officer, the General Counsel, deputies and assistants general counsel, the Chief Financial Officer, executive officers and officers.
3. To dismiss the Board Secretary, the Assistant Board Secretary, the Chief Executive Officer, the General Counsel, deputies and assistants general counsel, the Chief Financial Officer, executive officers and officers upon majority vote of the full membership of the Board;
4. To dismiss probationary appointed teachers in accordance with the Illinois School Code.
5. To dismiss contract principals and tenured teachers for cause after adoption, modification or rejection of an Illinois State Board of Education hearing officer's recommendation.
6. to terminate the contract of and to dismiss a contract principal upon recommendation of the Chief Executive Officer, after notice and a hearing, in accordance with the Section 5/34-8.3(d) of the Illinois School Code or, upon consent of the contract principal and the applicable local school council; and,
7. to, upon recommendation of the Chief Executive Officer or his/her designee, dismiss for cause non-probationary assistant principals and educational support personnel whose employment is governed by collective bargaining agreements

Sec. 4-2. Collective Bargaining Agreements – Effect of Rules. The Chief Executive Officer or his/her designee shall negotiate all collective bargaining agreements on behalf of the Board, and submit tentative agreements to the Board for adoption and approval. These Rules shall be construed consistently with any collective bargaining agreement entered into by the Board. Where a collective bargaining agreement is silent on a subject addressed by these Rules, these Rules shall control. In the event that a Rule is in direct conflict with a provision of a collective bargaining agreement, the provision of the collective bargaining agreement shall control, except where the provision of the collective bargaining agreement has been waived or declared void. Nothing in this Rule shall revive a provision of a collective bargaining agreement that was voided pursuant to 115 ILCS 5/4.5, as it existed from 1995 to 2003, unless revival of that provision has been specifically negotiated and agreed to by the Board. Nothing in this Rule shall affect the Board's rights or obligations with respect to permissive subjects of bargaining as set forth in 115 ILCS 5/4.5 (2005).

Sec. 4-3. Categories of Board Employees. Board employees shall be categorized as Teachers, Principals, Assistant Principals, Certificated Administrators, Educational Support Personnel, or Miscellaneous Employees, as defined below. The Chief Executive Officer or his/her designee may create additional categories of employees, as he/she deems necessary. The Chief Executive Officer or his/her designee may create a classification system and job titles within employee categories for purposes of assignment, pay and benefits.

a. *Teachers.* Teachers are employees with teaching certificates issued by the Illinois State Teacher Certification Board, who are hired to perform instructional or related administrative services. Teachers shall be further categorized as follows:

1. *Appointed Teachers.* Appointed teachers are full-time teachers who are hired and assigned to vacant teaching positions. Appointed teachers shall be further classified as either tenured or probationary, as follows:

- a. *Tenured Teachers.* Tenured teachers are either: 1) teachers who have been appointed to a teacher position, completed the statutory probationary period of continuous service as an appointed teacher necessary to attain tenure, and have not had a break in service or, 2) appointed teachers who lost their tenure but who meet the requirements to be reappointed with tenure set forth in subparagraph (a) (1) (a) (ii) of this Rule. For purposes of this Rule, a "teacher position" includes classroom teacher positions, city-wide teachers, lead teachers, librarians, guidance specialists, counselors, social workers, speech pathologists, school-based nurses, and psychologists. The Board may dismiss tenured teachers from Board employment only for just cause, in accordance with the Illinois School Code, and the Chief Executive Officer or his designee may lay off or otherwise remove tenured teachers from their positions in accordance with the Board's Rules and Policies.

- i. *Loss of tenure.* A tenured teacher's right to contractual continued service or tenure is lost upon the occurrence of any of the following:

1. the tenured teacher's dismissal for cause,
2. the tenured teacher's resignation from his/her teacher position, which includes the tenured teacher's voluntary transfer from his/her teacher position to an educational support personnel employee, a certificated administrator, an assistant principal or an interim or contract principal position, and,
3. the tenured teacher's honorable dismissal from his/her teacher position

- ii. *Reappointment with Tenure.* Formerly tenured teachers who lost tenure under subparagraph (a) (1) (a) (i) (2) or (3) of this Rule shall be granted tenure upon reappointment to a teacher position under the following circumstances:

1. when the former tenured teacher is reappointed to a teacher position within one (1) calendar year from the effective date of his/her resignation,

2. when the former tenured teacher lost tenure by accepting a position as an educational support personnel, a certificated administrator, an assistant principal or an interim or contract principal and he/she is reappointed to a teacher position without a break in service to the Board of Education; and,
3. when the former tenured teacher is reappointed to a teacher position within two (2) calendar years of his/her honorable dismissal. Nothing in this Section shall be construed to guarantee reappointment to a teacher position or to alter the status of employees, including formerly tenured teachers, employed as an educational support personnel employee, a certificated administrator, an assistant principal or an interim or contract principal.

b. *Probationary Appointed Teachers.* Probationary appointed teachers are either (1) newly appointed teachers who have not completed the statutory probationary period of continuous service necessary to attain tenure; or, (2) formerly tenured teachers who have had a break in service, been reappointed and have not completed the statutory probationary period of continuous service necessary to attain tenure since their reappointment. Probationary appointed teachers are appointed on an annual basis and their continued employment is conditioned on the Chief Executive Officer's recommendation to reappoint them each year in accordance with Board Rules. Probationary appointed teachers may be dismissed from Board employment, or may be laid off or not reappointed in accordance with the Illinois School Code and Board Rules and Policies. Probationary appointed teachers become tenured teachers after serving the statutory period of continuous service necessary to attain tenure, effective on the anniversary date of their appointment plus any adjustments to their anniversary date as provided in these Rules or in Board policies.

2. *Temporarily Assigned Teachers.* Temporarily assigned teachers are certified teachers who are not appointed to a full-time, permanent position, but are employed on a temporary, provisional or conditional basis, as follows:

- a. Regularly certified teachers assigned to fill a full-time teaching position, which is encumbered by an appointed teacher, but which has become temporarily vacant as a result of a leave taken by the appointed teacher; or
- b. Teachers with provisional or conditional teaching certificates who are assigned to fill a full-time, vacant teaching position pending receipt of full teaching certification.

3. *Substitute Teachers.* Substitute teachers are teachers who are not appointed but are, at a minimum, certified by the Illinois State Board of Education to substitute teach and serve on a temporary basis, as follows:

- a. *Day-to-Day Substitute Teachers.* Day-to-day substitute teachers are employed on a day-to-day basis to fill temporary, day-to-day vacancies, as needed, with no guarantee of daily assignments. Day-to-day substitute teachers may not be assigned to fill the same position on a day-to-day basis for more than twenty (20) consecutive student attendance days. Day-to-day substitutes may be classified as regular day-to-day substitutes or provisional day-to-day substitutes, based upon their type of certification.
- b. *CADRE Substitute Teachers.* CADRE substitute teachers are employed on a full-time and year-to-year basis. They are entitled to receive daily assignments for each student attendance day throughout a school year in which they are employed. CADRE substitutes may only be assigned to fill the same position for up to twenty (20) consecutive student attendance days. The employment of a CADRE substitute teacher terminates at the end of each school year and must be renewed by assignment annually, except that the employment of a CADRE substitute teacher who: 1) is a displaced temporarily assigned teacher due to a position closing, and 2) has been a CADRE substitute teacher for less than twelve (12) continuous months since his/her displacement as a temporarily assigned teacher will terminate at the end of the school year following twelve (12) continuous calendar months from his/her assignment as a CADRE substitute teacher.

4. *Half-Time Teachers.* Half-time teachers are regularly certified to teach by the Illinois State Board of Education, and are employed on a half-time basis.

5. *Retired Teachers.* Retired teachers are former teachers of the Chicago Public Schools who are receiving an annuity from the Public School Teachers' Pension and Retirement Fund, and who: a) are re-employed on a temporary and non-annual basis in critical needs areas, as defined by the Board's residency policy and consistent with 40 ILCS 5/17-149; or b) are re-employed to teach in subject shortage areas in accordance with 40 ILCS 5/16-150.1.

b. *Principals.* Principals are full-time employees with administrative certificates issued by the Illinois State Board of Education who are hired to act as the instructional and administrative leader of one or more student attendance centers. Principals are classified as follows:

1. *Contract Principals.* A contract principal is appointed from an eligibility list maintained by the Board. A contract principal shall be hired under a contract with a duration of four (4) years, which shall be terminable for various causes, including removal of the contract principal under section 5/34-8.3 of

the Illinois School Code. A contract principal has the powers and authority of a principal provided in the Illinois School Code. A contract principal may be removed and replaced and/or dismissed from employment and his/her contract terminated, as provided by the principal's contract and/or Board Rules and policies, and the Illinois School Code, and in accordance with the procedures set forth in the Board's Employee Discipline and Due Process Policy and the Illinois School Code

2. *Interim Principals.* An interim principal is a temporary principal whom the Chief Executive Officer or his/her designee may assign to a student attendance center for either up to one (1) year or until a student attendance center's Local School Council selects a contract principal, whichever comes first, or, in the case of a student attendance center on probation, where the Local School Council does not possess the authority to select a contract principal, for an indeterminate period until the student attendance center is removed from probation status under the Board's policy on probationary schools, or in the case of a newly established school, for an indeterminate period until the school has a duly constituted Local School Council or an Appointed Local School Council. An interim principal may exercise all of the powers and authority of a contract principal. The Chief Executive Officer or his/her designee may remove an interim principal at his/her discretion.

3. *Acting Principals.* An acting principal is a temporary principal who does not have a contract and is assigned to a student attendance center by the Chief Executive Officer or his/her designee for a period of up to one hundred (100) school days to fill a temporary vacancy in a student attendance center's principalship. Where a tenured teacher is made acting principal, the tenured teacher shall be returned to his/her former position upon removal from the acting principalship. An acting principal may not dismiss or seek the dismissal of an assistant principal, teacher or any educational support personnel employee assigned to the school to which they are appointed without the prior approval of the Chief Executive Officer or his/her designee. The Chief Executive Officer or his/her designee may remove an acting principal at his/her discretion.

c. *Assistant Principals.* Assistant principals are full-time employees with administrative certificates issued by the Illinois State Board of Education who are recommended for hire by a contract principal, interim principal or, where there is no contract or interim principal, assigned by the Chief Executive Officer or his/her designee, to assist contract, interim or acting principals in the performance of their duties as the instructional and administrative leader of a student attendance center. Assistant principals may be assigned direct instructional responsibilities. Assistant Principals are further categorized as follows

1. *Quota Assistant Principals.* Quota assistant principals are Board-funded assistant principals who are recommended for hire by a contract or interim principal and whose term of assignment as a quota assistant principal ends at the expiration of the contract principal's contract, the retirement of the contract principal, the removal or dismissal of the contract principal, or the termination of the interim principal's assignment to the student attendance center. Quota assistant principals whose term of assignment ends under this Rule shall be displaced in accordance with the Board's Assignment and Appointment of Teachers and Principals Policy.

2. *Discretionary Assistant Principals.* Discretionary assistant principals are assistant principals, funded by discretionary funds, who are recommended for hire by a principal and who serve on a year-to-year basis. Discretionary assistant principals may be displaced in accordance with the Board's Assignment and Appointment of Teachers and Principals Policy.

d. *Certificated Administrators.* Certificated administrators are full-time employees who hold administrative certificates issued by the Illinois State Board of Education, other than principals and assistant principals who are assigned to administrative positions without direct instructional duties. Certificated administrators are "members of the teaching force" for purposes of the Illinois Pension Code. Certificated administrators are employed at-will.

e. *Educational Support Personnel.* Educational support personnel are full or part-time employees who are not required to have teaching or administrative certificates issued by the Illinois State Board of Education to perform the duties of their position. Educational support personnel are employed at-will, unless the Board has entered into a specific agreement granting a particular class of educational support personnel a property interest in their employment by the Board.

f. *Miscellaneous Personnel.* Miscellaneous personnel are employed at will on a seasonal, casual, short-term and/or temporary basis and are ineligible for employee benefits, including but not limited to paid sick, personal and vacation benefit days and any Board-sponsored employee health, dental, life or other benefit program. Miscellaneous personnel shall not work more than twelve hundred (1200) hours in a calendar year. Miscellaneous personnel shall be members of the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund of Chicago except for the following groups of miscellaneous personnel:

1. Miscellaneous personnel employed for less than seven hundred (700) hours in any calendar year, if paid on an hourly basis; or
2. Miscellaneous personnel employed for less than four (4) months, if paid on monthly basis; or
3. Miscellaneous personnel employed for less than one hundred (100) days, if paid on daily basis; or

4. Miscellaneous personnel employed by another unit of local government and, in connection with that employment, are participating in or receiving an annuity from one of the following City of Chicago municipal pension funds: the Municipal Employees' Officers' and Officials' Annuity and Benefit Fund of Chicago, and the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of the City of Chicago, Policemen's Annuity and Benefit Fund of the City of Chicago, Firemen's Annuity and Benefit Fund of the City of Chicago; or,
5. Miscellaneous personnel receiving a pension or annuity, other than widow's or child's annuity, from the Chicago Teachers Pension Fund, who are employed in a capacity for which the Board requires certification from the Illinois State Board of Education. Effective October 1, 2007, the Board shall not employ a retired Board employee who is drawing an annuity from the Municipal Employees' Officers' and Officials' Annuity and Benefit Fund of Chicago as an employee in the category of miscellaneous personnel.

Sec. 4-4. Employment Requirements. Board employees must conduct themselves in a manner that is consistent with the Board's status as a publicly financed primary and secondary educational institution, and with the Board's mission to provide a high quality public education to the children of the City of Chicago. Accordingly, all applicants for employment and employees shall be subject to the following requirements:

- a. *Residency.* All employees must comply with the Board's Residency Policy. Employees hired by the Board shall be advised in writing of the Residency Policy's requirements, including application procedures for waivers of the policy for teachers in special needs positions. Employees' continued employment shall be subject to compliance with the policy. Employees who violate the Residency Policy shall be subject to discipline or dismissal in accordance with the Residency Policy and the Board's Employee Discipline and Due Process Policy.
- b. *Criminal Background Investigations.* As a condition of hire, all employees must authorize the Board to conduct criminal history verification in accordance with the provisions of the Illinois School Code. The Chief Executive Officer or his/her designee shall establish procedures and guidelines for compliance with the provisions of the Illinois School Code. Any employee whose criminal background excludes him/her from Board employment under the Illinois School Code shall be dismissed under the provisions of the Board's Employee Discipline and Due Process Policy. Regardless of whether or not an applicant or employee's criminal history excludes him/her from employment under the Illinois School Code, the Chief Executive Officer or his/her designee shall consider the applicant's criminal conviction history, and whether or not the applicant or employee has made a full disclosure of that history, in determining whether to hire an applicant or whether to dismiss an employee.
- c. *Convictions After Employment.* An employee who is convicted of a felony or any crime involving the consumption, possession, sale, distribution or manufacture of any controlled substance, as defined in 21 U.S.C. §812, 720 ILCS 570/102 (1992) or under the Cannabis Control Act, 720 ILCS 550/1 *et seq.*, or any drug that is legally obtainable but has not been legally obtained, or that is not being used for prescribed purposes or taken according to prescribed dosages must notify the Chief Executive Officer, by letter via certified mail, of the date, factual basis and nature of the conviction, as well as the name and location of the court in which the conviction occurred. Failure to report any conviction, as required by this Rule, in writing within five (5) days of the conviction shall constitute cause for dismissal from employment. Compliance with this Rule shall not exempt the employee from discipline or dismissal because of the conviction. Additional requirements and procedures may be set forth in the Board's Drug and Alcohol Free Workplace Policy.
- d. *Certification/Licenses.* No applicant for employment or promotion to a position that requires certification and/or licensure under the Illinois School Code, or any other law or Board policy, may be hired until he or she has presented proof of proper certification or licensing by the appropriate authority. If an employee's certificate or license lapses, or is invalid, suspended or revoked, the employee shall be subject to discipline or dismissal in accordance with the Board's Employee Discipline and Due Process Policy.
- e. *Health Examinations.* All applicants for employment and employees may be required, as a condition of hire or continued employment, to submit to a post-offer or post-employment health examination by an appropriate healthcare professional to demonstrate that they can perform the essential functions of their position and are fit for duty.
- f. *Ethics Policy.* All employees and applicants for employment shall comply with the Board's Ethics Policy. Employees who violate the Board's Ethics Policy shall be subject to discipline and dismissal under the Board's Employee Discipline and Due Process Policy.
- g. *Failure to Pay Municipal Debts.* The Chief Executive Officer or his/her designee may require that applicants for employment verify that they have paid all debts due and owing to the City of Chicago as a condition of employment. The failure by any Board employee to pay a debt due and owing to the City of Chicago shall be cause for discipline or dismissal. For purposes of this Rule, "a debt due and owing" means a specified sum of money owed to the City for city services, work or goods after the period granted for payment has expired and/or a specified sum of money owed to the City pursuant to a court or administrative order after the exhaustion of or failure to exhaust judicial review. Upon request of the City Comptroller, the Board may withhold wages to pay municipal debts in accordance with the provisions of the Illinois School Code.

h. Drug and Alcohol Free Workplace. Board workplaces shall be drug and alcohol free. Accordingly, employees shall not unlawfully manufacture, distribute, possess, consume, use, or be under the influence of drugs or alcohol on Board property or premises or at any site of Board-sponsored activities. For purposes of this Rule, the term "drugs" means any controlled substance, as defined in 21 U.S.C. §812 and 720 ILCS 570/102 (1992), or any drug that is legally obtainable but has not been legally obtained, or that is not being used for prescribed purposes or taken according to prescribed dosages. The Board and/or the Chief Executive Officer or his/her designee shall establish policies and procedures to comply with federal and state Drug Free Workplace Acts and Drug Free Schools and Communities Acts. Additional requirements may be set forth in the Board Drug and Alcohol Free Workplace Policy. The Board and/or the Chief Executive Officer or his/her designee may establish additional policies and procedures for drug and alcohol testing for applicants prior to their hire, or for employees, post-hire. Such policies and procedures shall be consistent with applicable law. Applicants for employment who violate this Rule, or Board policies and procedures, shall be excluded from consideration for employment. Employees who violate this Rule shall be dismissed from employment.

i. Violence Free Workplace and Learning Environment. It is the Board's policy that its facilities and workplaces shall be free of violence. Accordingly, employees shall not engage in any acts of violence at the workplace, or engage in any acts of violence outside of Board workplaces that have a nexus to their Board employment. For purposes of this Rule, acts of violence include use of physical force, when it is not reasonably necessary to protect persons or property from imminent harm, and acts of intimidation including, but not limited to, threats of physical force.

j. Authorization to Work in the United States. All employees must be legally present in the United States and possess legal authorization for employment in the United States.

k. Compliance with Laws and Board Policies and Rules Prohibiting Discrimination. All employees must comply with laws and Board policies and rules prohibiting discrimination, including laws and policies prohibiting sexual harassment.

l. Statement Concerning Employment in a Job Not Covered by Social Security. All employees who are employed in positions that are not covered by Social Security shall receive a "Statement Concerning Your Employment in a Job Not covered by Social Security" at the time of their hire.

m. Obligation to Cooperate in Inspector General Investigations and to Answer Inspector General's Questions. All employees are obligated to cooperate with the Board's Inspector General in investigations or inquiries conducted by the Inspector General as required by 105 ILCS 5/34-13.1. Employees who are interviewed by the Inspector General or his/her authorized agents and who are given a notice of administrative rights by the Inspector General or his/her agents are directed by the Board of Education to answer all questions by the Inspector General. Employees who receive a notice of administrative rights from the Inspector General or his authorized agents may not refuse to answer questions based upon the assertion of that employee's privilege against self-incrimination. Any employee who refuses to answer questions by the Inspector General or his authorized agents after receiving a notice of administrative rights shall be considered flagrantly insubordinate and to have grossly disrupted the educational process within the meaning of the Employee Discipline and Due Process Policy. In addition to the penalties set forth in 105 ILCS 5/34-13.1, any employee who refuses to answer the questions of the Inspector General or his authorized agent after receipt of a notice of administrative rights shall be subject to dismissal from Board employment in accordance with the Employee Discipline and Due Process Policy.

n. Employees' Duty to Maintain Confidential Records. All employees must comply with all laws, rules and regulations, including Board rules and policies, governing confidentiality of student, employee and family records and information, including but not limited to, the Family Educational Rights and Privacy Act, the Illinois School Student Records Act, the Americans with Disabilities Act, the Illinois Human Rights Act and the Health Insurance Portability and Accountability Act. The Board or the Chief Executive Officer or designee shall establish standards and guidelines concerning student, employee and vendor access to and maintenance and destruction of confidential records and information. For purposes of this Rule, "records and information" include documents, audio-visual recordings, and data stored and accessed electronically.

o. Other Pre-Employment and Employment Requirements. The Board or the Chief Executive Officer or the Chief Executive Officer's designee may establish other hiring and employment criteria and eligibility requirements that are consistent with the position occupied or applied for, the Board's Rules and policies, public policy and local, state and federal law.

Sec. 4-5. Hiring, Appointment and Status of Employees.

a. Hiring and Appointment of Employees. The Chief Executive Officer or his/her designee shall hire, appoint and assign employees, except management level personnel, including officers, the General Counsel, heads of departments, directors and contract principals. The Board shall hire management level personnel, including the Chief Executive Officer, other officers, the General Counsel, heads of departments, directors and contract principals. The Board and/or the Chief Executive Officer or his/her designee may establish policies and eligibility criteria for the appointment of personnel.

b. Status of Employees. All employees shall serve at the pleasure of the Board and shall be considered at-will employees unless a statute or Board agreement or Board Rule expressly provides to the contrary.

Sec. 4-6. Layoff of Employees and Reductions in Force. The Chief Executive Officer shall decide whether and when a layoff of employees or a reduction in the Board's workforce should occur. The decision to layoff employees or conduct a reduction in force may be based upon enrollment projections, reorganizations, and/or budgetary, financial, and/or operational needs. The Chief Executive Officer or his/her designee shall implement such layoffs or reductions in force. Selection of employees for layoff who are covered by collective bargaining agreements shall be in accordance with the Board's Policy on Layoff of Tenured and Probationary Appointed Teachers and the Policy on ESP Layoffs.

Sec. 4-7. Discipline and Dismissal of Employees.

a. *Discipline of Personnel.* Principals, school-based supervisors, officers, heads of general departments now in existence or hereafter established, nonschool based supervisors, the Chief Executive Officer or the General Counsel may discipline employees by written reprimand or suspension of employment without pay in accordance with the provisions of the Employee Discipline and Due Process Policy, as it exists now, or as it may hereafter be amended.

b. *Dismissal of Personnel.*

1. *Dismissal of Management Level Personnel, Including Chief Executive Officer, Officers, the General Counsel, Heads of Departments, and Directors.* The Board may dismiss management level personnel, including officers, the General Counsel, heads of departments, and directors, either upon recommendation of the Chief Executive Officer and a majority vote of the full membership of the Board, or upon majority vote of the full membership of the Board.

2. *Dismissal, Non-Renewal and Reappointment of Probationary Appointed Teachers.* Upon recommendation of the Chief Executive Officer, the Board shall dismiss or deny reappointment for the next school year to a probationary appointed teacher, as follows:

- a. Principals may recommend to the Chief Executive Officer the non-renewal of a probationary teacher's appointment for the following school year provided that they must provide a reason to the Chief Executive Officer for the non-renewal. The Chief Executive Officer may accept or reject the principal's recommendation. If the Chief Executive Officer accepts the recommendation to non-renew a probationary appointed teacher, the Chief Executive Officer shall recommend that the Board non-renew and dismiss the probationary appointed teacher and provide the Board the reasons for that recommendation, which shall not be made public. The Chief Executive Officer shall notify probationary appointed teachers of non-renewal no later than thirty (30) calendar days before the end of the school year. In the case of non-renewed probationary appointed teachers who are in their last year of probation before attaining tenure, the Chief Executive Officer's notice of non-renewal shall notify the probationary appointed teacher of the reason(s) for nonrenewal.
- b. If a probationary appointed teacher engages in misconduct, or the principal is not satisfied with the probationary appointed teacher's performance, the principal may recommend that the probationary appointed teacher be dismissed before the end of the school year in accordance with procedures established by the Chief Executive Officer. If the Chief Executive Officer agrees with the principal's recommendation, he or she shall recommend that the Board dismiss the probationary appointed teacher, and provide the Board the reasons for that recommendation.
- c. Probationary appointed teachers shall be deemed reappointed from school year to school year unless the Chief Executive Officer notifies the probationary appointed teacher that he or she will not be reappointed in accordance with this Rule.

3. *Dismissal of Other Probationary Employees, Miscellaneous Employees, and At-Will Educational Support Personnel.* The Chief Executive Officer may dismiss at-will employees, including but not limited to probationary employees and managerial, supervisory and confidential educational support personnel, and miscellaneous employees, in accordance with the applicable provisions of the Board's Employee Due Process and Discipline Policy, as it exists at the time of the adoption of this Rule, or as it may hereafter be amended. Nothing in the Board's Employee Due Process and Discipline Policy as it exists at the time of the adoption of this Rule, or as it may hereafter be amended, shall confer, or be construed to confer, upon probationary employees or other at-will employees a property interest in Board employment or an expectation of continued Board employment.

4. *Dismissal of Assistant Principals and Educational Support Personnel Covered by Collective Bargaining Agreements.* Upon recommendation of the Chief Executive Officer or his/her designee, the Board may dismiss assistant principals and educational support personnel covered by collective bargaining agreements for cause in accordance with the applicable provisions of the Board's Employee Due Process and Discipline Policy, as it exists at the time of the adoption of this Rule, or as it may hereafter be amended.

5. *Dismissal of Contract Principals.* Contract principals may be dismissed from Board employment and their contracts terminated prior to the agreed upon end of their contract, as follows:

- a. In accordance with section 34-85 of the Illinois School Code (105 ILCS 5/34-85), and applicable provisions of the Employee Discipline and Due Process Policy, as it exists at the time of the adoption of this Rule, or as it may hereafter be amended, the Board may dismiss a contract principal for cause after a hearing before an Illinois State Board of Education ("ISBE") hearing officer. In deciding whether to dismiss a contract principal, the Board shall

consider the hearing officer's recommendation, any arguments made by the Chief Executive Officer or the contract principal with respect to the ISBE hearing officer's recommendation and other material necessary to make an informed decision. The Board may adopt, modify or reject the ISBE hearing officer's recommendation, and enter orders it deems appropriate under the circumstances.

- b. Upon recommendation of the Chief Executive Officer, after hearing, the Board may remove, replace and dismiss contract principals and terminate their contracts in accordance with the principal's contract and the provisions of 105 ILC 5/34-8.3.

6. *Dismissal Tenured Teachers.* In accordance with section 34-85 of the Illinois School Code (105 ILCS 5/34-85) and applicable provisions of the Employee Discipline and Due Process Policy as it exists at the time of the adoption of this Rule or as it may hereafter be amended, the Board may dismiss a tenured teacher for cause after a hearing before an Illinois State Board of Education ("ISBE") hearing officer. In deciding whether to dismiss a tenured teacher, the Board shall consider the hearing officer's recommendation, any arguments made by the Chief Executive Officer or the contract principal with respect to the ISBE hearing officer's recommendation and other material necessary to make an informed decision. The Board may adopt, modify or reject the ISBE hearing officer's recommendation, and enter orders it deems appropriate under the circumstances.

c. *Suspension Pending Investigation and/or a Discharge or Dismissal Hearing.* Where the Chief Executive Officer or his/her designee, or the General Counsel, deems it to be in the best interests of the Board, the Chief Executive Officer or his/her designee may remove an employee from active employment with pay, or may suspend an employee without pay pending an investigation and/or dismissal hearing in accordance with applicable provisions of the Employee Discipline and Due Process Policy, as it exists at the time of adoption of this Rule, or as it may hereafter be amended.

Sec. 4-8. Hours of Work – Full- and Part-time Employees. The Chief Executive Officer or his/her designee shall assign employees to work full- or part-time schedules, consistent with their job category, in accordance with this Rule.

a. *Teachers.*

1. *Full-Time Teachers.* Full-time teachers shall be assigned to work a minimum of seven (7) hours per day, including lunch, break times and preparation times, five (5) days per week, for a minimum of 38.6 weeks per year, inclusive of vacations periods.
2. *Half-Time Teachers.* Half-time teachers shall be assigned to work no more than one-half (½) of a full-time teacher's schedule.

b. *Non-Exempt Educational Support Personnel.* Educational support personnel may be employed on either a full-time or part-time basis. Full-time educational support personnel, who are classified as non-exempt under the United States Fair Labor Standards Act and the Illinois Minimum Wage Law, shall work a minimum of seven (7) hours and forty-five (45) minutes per day (7.75 hours), including a lunch and break times, five (5) days per week, and 38.6 weeks per year. Part-time, non-exempt educational support personnel shall be assigned to work fewer than seven (7) hours and forty-five (45) minutes a day (7.75 hours), and/or fewer than five (5) days per week, and/or fewer than fifty-two (52) weeks per year.

c. *Other Exempt Employees.* Employees who are classified as exempt under the United States Fair Labor Standards Act are subject to principles of public accountability, as defined by the United States Fair Labor Standards Act. Exempt employees are required to work as necessary to fulfill all of their duties and responsibilities, and full-time, exempt employees are required, at a minimum, to be performing their duties during the normal hours of operation of their assigned student attendance center or department.

d. *Miscellaneous Employees.* Miscellaneous employees may be employed on either a full-time or part-time basis, provided that, with the exception of miscellaneous employees who are currently participating in any other public pension fund:

1. miscellaneous employees paid on an hourly basis shall not be assigned to work more than seven hundred (700) hours in any calendar year;
2. miscellaneous employees paid on a monthly basis shall not be employed for more than four (4) calendar months in any calendar year; and
3. miscellaneous employees paid on a daily basis shall not be employed for more than one hundred (100) days in any calendar year.

Sec. 4-9. Overtime Premium Pay - Timekeeping – Public Accountability - No Compensatory Time Banks. The Chief Executive Officer shall designate all employee classifications and job titles as exempt or nonexempt in accordance with the United States Fair Labor Standards Act and the Illinois Minimum Wage Law.

a. *Non-Exempt Positions.* Employees who occupy non-exempt positions shall account for all hours worked on electronic timekeeping systems maintained by the Board, or alternative systems approved by the Chief Executive Officer or his/her designees. Non-exempt employees shall be paid for all hours worked in excess of forty (40) hours in a workweek in accordance with applicable law or as provided in applicable collective bargaining agreements.

b. *Teachers.* Teaching positions are exempt positions. Teachers shall be required to account for the hours that they are scheduled to be at the student attendance center and shall be required to use appropriate available accumulated sick or personal business benefit days for full or partial day absences.

c. *Other Exempt Positions.* Employees who occupy other exempt positions shall be required to account for their presence at work on each work day. Said employees must adhere to principles of public accountability, and may be docked for full days of absence. Other exempt employees shall also use accumulated sick, personal or vacation benefit time for full days of absence. Said employees shall not be required to use accumulated benefit time for partial days of absence.

d. *Timekeeping.* The Chief Executive Officer or his/her designee shall establish procedures for electronic timekeeping, which shall be the primary means for keeping employees' time. Nothing in this Rule shall prevent the Chief Executive Officer, the General Counsel, a department head or supervisors from establishing additional or alternative timekeeping methods if operational needs require them.

e. *No Banks of Compensatory Time In Lieu of Overtime.* Non-exempt employees shall not accumulate compensatory time off in lieu of overtime.

Sec. 4-10. Holidays.

a. *Designation of Holidays.* The Chief Executive Officer or his/her designee shall schedule all Board holidays, on which days all Board offices shall be closed. Employees otherwise scheduled to work shall not be scheduled to work on Board holidays, except as necessary for the security and maintenance of facilities. Holidays that fall on a Sunday shall be observed on the Monday following the holiday. Holidays that fall on a Saturday shall not be observed.

b. *Holiday Pay and Conditions for Holiday Pay.* Employees, other than substitute teachers, retired teachers and miscellaneous employees, shall be paid their regular pay for the holiday, except that CEO may declare designated holidays as unpaid furlough days for some or all employees. In the case of teachers, "regular pay" includes pay for extended day and regularly scheduled classes authorized on an overtime basis. To be eligible for holiday pay, employees must work either the day before or the day after the holiday, unless the employee has been approved to use sick or vacation benefit time on those days, except that appointed and temporarily assigned teachers and principals who are appointed or assigned on the day after Labor Day shall be eligible for holiday pay for the Labor Day holiday. Other eligibility requirements may be established by collective bargaining agreements or Board policies.

c. *Teachers' Religious Holidays.* Appointed teachers shall be granted up to three (3) non-attendance days with pay in a school year for the observance of religious holidays, which shall not be considered an absence, provided that:

1. The appointed teacher must give written notice to the school principal at least two (2) days in advance of non-attendance for the religious holiday; and
2. The cost of providing a substitute teacher shall be deducted from the appointed teacher's pay.

Sec. 4-11. Employee Benefit Days and Paid Excused Days. The Board shall establish sick, personal business and vacation leave policies for employees, other than substitute teachers and miscellaneous employees, which shall set forth rules for the accrual, accumulation and payout upon termination of employment of sick, personal business and vacation benefits days. The Chief Executive Officer or his/her designee shall have the authority to grant paid excused days off to employees.

Sec. 4-12. Family and Medical Leaves of Absence – FMLA Leaves and Supplementary Family and Medical Leaves.

a. *Applicability of Rule.* This Rule applies to all Board employees.

b. *Types of Family and Medical Leaves Authorized by this Rule.* The Board shall establish policies for Family and Medical Leave Act leaves and for supplementary family and medical leaves, including, child-rearing leaves, personal illness leaves, and family illness leaves. Said policies shall establish eligibility criteria for leaves, leave duration, any employee rights to return to a position at termination of leave, and rights to pay during leave.

c. *Coordination with Other Laws, Regulations and Policies.* All leaves granted under this Rule to employees eligible for FMLA leaves shall be designated as FMLA leaves for the first twelve (12) workweeks of the leave during any twelve (12) month period. The Chief Executive Officer or his/her designee shall make FMLA leaves retroactive to the first day of an employee's continuous absence prior to the employee's request for the FMLA leave except where the employee has previously provided the Chief Executive Officer or his/her designee with the information sufficient for the Chief Executive Officer to make a determination that the leave qualifies as an FMLA leave and the Chief Executive Officer has failed to designate the leave as FMLA, in which case the FMLA leave shall commence on the date the employee submits an application for FMLA leave to the Chief Executive Officer or his/her designee. FMLA leaves shall be concurrent with any other leave authorized by this Rule.

d. *Coordination of Leaves.* All leaves the Chief Executive Officer or his/her designee grant under this Rule to employees eligible for FMLA leaves shall be designated as FMLA leaves for the first twelve (12) workweeks of the leave during any twelve (12) month period. The Chief Executive Officer or his/her designee shall make FMLA leaves retroactive to the first day of an employees' continuous absence prior to the employee's request for the FMLA leave except where the employee has previously provided the Chief Executive Officer or his/her designee with the information sufficient for the Chief Executive Officer to make a determination that the leave qualifies as an FMLA leave and the Chief Executive Officer has failed to designate the leave as FMLA, in which case the FMLA leave shall commence on the date the employee submits an application for FMLA leave to the Chief Executive Officer or his/her designee. FMLA leaves shall be concurrent with any other leave authorized by this Rule.

e. *Effect of Leave on Probationary Periods.* Any probationary appointed teacher granted a leave of thirty (30) or more consecutive calendar days, including a FMLA leave, shall have his/her probationary period extended by the duration of the leave granted under this Rule. This Rule shall not apply to intermittent leaves.

f. *Leave Required.* Any employee subject to this Rule shall be required to seek a leave if the employee is absent from work or anticipates that he/she will be absent from work for more than ten (10) consecutive workdays, or if the employee anticipates the need for an on-going, intermittent leave. The Chief Executive Officer or his/her designee may seek to discipline or dismiss an employee who fails to apply for a leave under this Rule in accordance with the Board's Employee Discipline and Due Process Policy.

g. *Medical Certification for Leave.* All requests for leave or, where available, requests for leave extensions, must be supported by a certification from an appropriately licensed health-care provider. In accordance with applicable law, the Chief Executive Officer or his/her designee may require that an employee seeking a leave or on a leave to submit to periodic evaluation by an appropriately licensed health-care provider regarding the necessity of a leave or continued necessity of a leave.

1. In cases of a dispute regarding the necessity of a leave, the Chief Executive Officer or his/her designee shall direct an employee to submit to an evaluation by an appropriately licensed healthcare provider and request the health-care provider's opinion regarding the necessity of a leave.
2. Where appropriately licensed health-care providers issue conflicting opinions or certifications regarding the necessity for a leave, the Chief Executive Officer or his/her designee shall direct the employee to submit to an evaluation of a third appropriately licensed health-care provider, whose opinion and certification regarding the necessity for a leave will be controlling.
 - a) The employee or his/her healthcare provider shall select the third health-care provider from a list maintained by the Chief Executive Officer or his/her designee.
 - b) The cost of the evaluation and opinion by the third healthcare provider shall be borne by the Board.
3. An employee's failure or refusal to submit to any evaluation directed by the Chief Executive Officer or to cooperate in the evaluation or the health-care provider's selection shall be grounds for discipline or dismissal from employment.
4. Where the health-care provider's opinion is that the employee should be on a leave, the health-care provider shall establish a date for re-evaluation to determine the continued necessity of the leave.

h. *Maintenance of Insurance Benefits During Leaves.* An employee granted a leave under this Rule shall maintain all insurance benefits during his/her leave provided that the employee pays the employee's premium contribution for the insurance.

i. *Prohibition Against Secondary Employment During Certain Leaves of Absence.* Employees who are granted a leave of absence for their own serious medical condition or their own personal illness under this Rule shall not work secondary employment during the period of the leave, including any leave extension.

Sec. 4-13. Involuntary Personal Illness Leaves- Fitness for Duty Leaves. The Chief Executive Officer or his/her designee shall have the authority to place an employee on an involuntary illness leave if the Chief Executive Officer or his/her designee determines that the employee's physical or mental health renders the employee unfit to perform the duties of the employee's position.

a. *Examination of Employees Deemed Unfit for Duty.* The Chief Executive Officer or his/her designee may require employees whose fitness for duty is at issue to submit to examinations and evaluations by appropriately licensed health-care providers to determine the employee's fitness to perform his or her duties.

b. *Involuntary Personal Illness Leave for Employees Determined to be Unfit for Duty.* If an employee is determined to be unfit to perform the employee's duties, the employee shall be placed on an involuntary personal illness leave and shall have all the same rights afforded to employees on voluntary personal illness leaves in accordance with the applicable personal illness leave policy.

c. *Disputes Over Fitness for Duty.* If an employee who is placed on an involuntary personal illness leave disputes the appropriately licensed healthcare provider's determination that he/she is unfit to perform his/her duties, the employee must submit an opinion from another appropriately licensed health-care provider that he/she is fit for duty, and the resulting dispute shall be resolved in accordance with the provisions of Rule 4-12(g).

d. *Duration of Involuntary Personal Illness Leave.* An involuntary personal illness leave shall have a duration of no more than twenty-five (25) work months.

e. *Termination of Involuntary Personal Illness Leave.* An involuntary personal illness leave shall terminate on the earlier of: 1) certification that the employee is fit for duty by an appropriate health-care professional approved by the Chief Executive Officer, or, 2) the expiration of twenty-five (25) work months.

f. *Tenured Teachers and Contract Principals Who Remain Unfit for Duty at the Expiration of Twenty-Five (25) Work Months.* If, after the expiration of twenty-five (25) work months on an involuntary personal illness leave, a tenured teacher or a contract principal remains unfit for duty, the tenured teacher or contract principal shall be dismissed in accordance with the Illinois School Code and the Employee Discipline and Due Process Policy. For purposes of this Rule, an employee who has remained unfit for duty due to a mental or physical incapacity for six (6) or more work months shall not be deemed to be suffering from a temporary mental or psychological impairment, as defined by the Illinois School Code, and nothing in this Rule shall prevent the Board from dismissing a tenured teacher or a contract principal who has been mentally or psychologically incapacitated for more than six (6) months.

g. *All Other Employees Who Remain Unfit for Duty at the Expiration of Twenty-Five Work Months.* If, after the expiration of twenty-five (25) work months on an involuntary personal illness leave, an employee, other than a tenured teacher or a contract principal, remains unfit for duty and is not collecting a permanent disability pension from the Chicago Municipal Employees Annuity Fund, the employee shall be deemed absent without leave and honorably terminated in accordance with the Employee Discipline and Due Process Policy. For purposes of this Rule, an employee who has remained unfit for duty due to a mental or psychological impairment for six (6) or more work months shall not be deemed to be suffering from a temporary mental or psychological impairment, as defined by the Illinois School Code, and nothing in this Rule shall prevent the Board from dismissing an employee who has been mentally or psychologically incapacitated for more than six (6) months.

Sec. 4-14. Other Leaves with Pay. Except as otherwise provided in this Rule, the Chief Executive Officer, or his/her designee, may grant leaves with pay to eligible employees, as set forth in this Rule. The Chief Executive Officer or his/her designee shall establish the procedures for apply for paid leaves under this Rule, which may include additional procedural eligibility criteria. Employees granted leaves under this Rule shall continue to be eligible to participate in employee health and dental benefit plans, provided that they pay any required employee premium contributions to maintain those benefits. Nothing in this Rule shall be construed to grant a contract principal a leave of absence beyond the termination date of the contract principal's contract, or to extend the termination date of the principal's contract.

a. *Military Leave*

1. *Eligibility.* The Chief Executive Officer or his/her designee shall grant military leaves or reserve military leaves to full-time employees for any period the full-time employee spends in military service, including basic training, special or advanced training, and annual training, whether or not within the State of Illinois, and whether or not voluntary.
2. *Seniority and Benefits During Military Leave.* An employee on any military leave provided in this Rule shall continue to accrue seniority and other benefits.
3. *Pay During Military Leave.*
 - a. *Annual Training.* Any full-time employee granted a leave of absence for annual training under this Rule shall receive his regular compensation.
 - b. *Basic, Special or Advanced Training.* During the first sixty (60) days of military leave for basic, special or advanced training, an employee will receive the employee's regular compensation minus the amount of his/her base pay for military activities.
4. *Return to Work at Conclusion of Leave.* An employee, other than a miscellaneous employee, who is granted a military leave under this Rule and who: (1) receives a certificate described in section 9(a) of the Military Selective Service Act, 50 USCS Appx. § 459(a) (relating to the satisfactory completion of military service); and (2) makes application for reemployment within ninety (90) days after the employee is relieved from such training and service or from hospitalization continuing after discharge for a period of not more than one year, the employee shall be returned to work, as follows: a. if qualified to perform the duties of his/her former position, the employee shall be reinstated to his/her former position or a position of like seniority, status or pay, or b. if not qualified to perform the duties of his/her former position due to a disability sustained during the military leave, the employee will be offered a vacant position for which he/she is qualified.

b. *Bereavement Leave.* The Chief Executive Officer or his/her designee shall grant employees, other than substitute teachers, retired teachers and miscellaneous employees, paid bereavement leaves, as follows:

1. A leave not to exceed ten (10) week days, including holidays and layoff days, at the death of the eligible employee's parent, spouse, domestic partner, grandparent, child, brother, or sister of the employee, or step-parent married to a parent of the employee, provided that the last five (5) days of such a leave shall be applied against the employees' sick leave bank; and

2. A leave not to exceed five (5) week days, including holidays and layoff days, at the death of the eligible employee's grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nephew, niece, uncle, aunt, or first cousin of the employee, provided that all days of such leave shall be applied against the employee's sick leave bank

c. *Jury Duty Leave.* The Chief Executive Officer or his/her designee shall grant employees, other than day-to-day substitute teachers, retired teachers and miscellaneous employees, a paid leave of absence when summoned for jury duty, provided that the amount of jury duty pay shall be deducted from the employee's pay for each day of jury duty. Day-to-day substitute teachers, retired teachers and miscellaneous employees shall be excused from work without pay when summoned for jury duty. The provisions of this Rule shall be applicable during summer school assignments

d. *Court Attendance Leave.* The Chief Executive Officer or his/her designee shall grant employees a paid leave of absence for court attendance when:

1. the employee is required to attend court, or other judicial proceedings, in connection with litigation in which school interests or records are involved, or when the State of Illinois, the City of Chicago or the Board is a party and the employee is not personally interested in the outcome of the litigation; or
2. the employee is subpoenaed to appear in court within Cook County, Illinois, in a matter in which the employee has no personal interest in the outcome of the case, in which case, the subpoena fee shall be deducted from the employee's pay

e. *Conference Leave.* The Chief Executive Officer or his/her designee shall grant an employee, other than substitute teachers, retired teachers or miscellaneous employees, paid conference leave to attend professionally-related conferences, meetings, workshops, conventions, or commencement exercises for the employee, if in the Chief Executive Officer or his/her designee's judgment, the employee's attendance is beneficial or related to the work of the schools.

f. *Sabbatical Leave for Appointed Teachers, and Principals.* Upon recommendation of the Chief Executive Officer or his/her designee, the Board may grant paid leaves of absence to appointed teachers and contract principals, who have completed six (6) continuous years of satisfactory service, for the purposes of resident study, travel or other purposes, for a period of at least five (5) months but no more than ten (10) school months, if the Board determines that the leave will improve the service of the teacher or contract principal to the public schools. Eligibility for and the terms and conditions of sabbatical leaves will be established by Board policy.

g. *Tenured Teacher, Contract Principal or Quota Assistant Principal's On-Loan Leaves of Absence.* The Chief Executive Officer or his/her designee may grant to tenured teachers, contract principals or quota assistant principals the types of on-loan leaves set forth in subparagraphs 1, 2 and 3 of this Section under the conditions set forth in those paragraphs without Board action and shall report such leaves on his/her quarterly report to the Board. The Board shall establish policies governing the terms and conditions under which the Chief Executive Officer or his/her designee may loan employees and the terms and conditions for agreements by which employees are to be loaned. The decision to grant an on-loan leave of absence rests solely within the discretion of the Chief Executive Officer or his/her designee and is not an entitlement to eligible tenured teachers, assistant principals or contract principals

1. *On-loan leave to a University or Other Educational Institution.* After the Board has approved a contract with a University or Other Educational Institution for an on-loan leave, the Chief Executive Officer may grant a tenured teacher, quota assistant principal or contract principal an on-loan leave to take a position at a university and/or other educational institution if in the judgment of the Chief Education Officer such a leave will enable the teacher or administrator to engage in activities that will contribute to increasing the achievement of the students of the Chicago Public Schools;
2. *On-loan leave to a Contract School.* After the Board has approved a contract with a contract school for an on-loan leave, the Chief Executive Officer may grant a tenured teacher, quota assistant principal or contract principal an on-loan leave to take a position with a contract school established under the Board's Policy to Establish Renaissance Schools, as adopted on September 22, 2004, and as it may hereafter be amended from time to time, or
3. *On-loan leave to Central or Area Offices.* The Chief Executive Officer may grant a tenured teacher, quota assistant principal or contract principal an on-loan leave to take an administrative position with the Board at an Area or Central Office.

Sec. 4-15. Other Leaves without Pay. The Chief Executive Officer may grant leaves without pay to eligible employees as set forth in this Rule without Board action and shall report all such leave in his/her quarterly report of personnel transactions to the Board. The Chief Executive Officer or his/her designee shall establish procedures for applying for unpaid leaves under this Rule, which may include additional procedural eligibility criteria. Employees granted leaves under this Rule shall continue to be eligible to participate in employee health and dental benefit plans, provided that they pay any required employee premium contributions to maintain those benefits. Nothing in this Rule shall be construed to grant a contract principal a leave of absence beyond the termination date of the contract principal's contract or to extend the termination date of the principal's contract

a. *Personal or Student Teaching Leaves of Absence for Educational Support Personnel* The Chief Executive Officer may grant educational support personnel employees who have been employed for not less than three (3) months personal or student teaching leaves of absence without pay. The Chief Executive Officer, in the exercise of his/her discretion, may permit educational support personnel granted a personal leave of absence to be paid appropriate accumulated benefit time during the leave. Student teaching leaves of absence shall be without pay. Educational support personnel granted a personal or student teaching leave of absence under this Rule shall be restored to their former positions at the termination of the leave if the former position is available. If the former position is not available, the educational support personnel employee may apply for consideration for other educational support personnel vacancies and, if the educational support personnel employee is not selected to fill such vacancies, he/she will be laid off in accordance with Board Rules and Policies.

b. *Tenured Teachers' Leave for Travel or Study* The Chief Executive Officer or his/her designee may grant an unpaid leave of absence for one (1) year or less to a tenured teacher for educationally-related travel or for full-time study in accredited institutions of learning. At the conclusion of the leave, the tenured teacher must present credentials showing the course work pursued and the amount of work done to the Chief Education Officer. In case of leave for travel, evidence of such travel shall be presented to the Chief Education Officer. When a leave has been granted under this Rule, the absence shall not be construed as a break in service so far as seniority is concerned and the tenured teacher shall be returned to his/her position at the termination of the leave. A tenured teacher granted a leave under this Rule shall be ineligible for another leave under this Rule for a period of at least four (4) years after the conclusion of the leave. Any person who is granted leave under the provisions of this Rule, who fails to devote the entire period of the leave to the purposes specified in the application for leave shall pay to the Board the cost of maintaining benefits for the teacher during the leave and may be subject to discipline or dismissal in accordance with the Board's Employee Discipline and Due Process Policy, as it exists now or as it may hereafter be amended.

c. *Tenured Teachers' Leave for Charter School Employment* The Chief Executive Officer or his/her designee may grant unpaid leaves of absence to tenured teachers who accept employment with a charter school in accordance with 105 ILCS §27A-10(b). Charter school leaves shall be granted in one (1) school year increments. Successive charter school leaves may be granted for up to maximum of five (5) school years. A tenured teacher who is granted a leave of absence for charter school employment may return to his/her former position only if the leave terminates after his/her first year of charter school leave; if the leave terminates after more than one (1) year of leave, the teacher shall be assigned to the Reassigned Teacher Pool in accordance with the Board's Policy on Reassignment and Layoff of Regularly Certified and Appointed Tenured Teachers, as it exists now, or as it may hereafter be amended.

d. *Tenured Teachers' and Certificated Administrators' Personal Leave of Absence* The Chief Executive Officer or his/her designee may grant an unpaid personal leave of absence with full loss of salary for a period of two (2) years or less to any tenured teacher, certificated administrator, contract principal or quota assistant principal, if in the judgment of the Chief Executive Officer, such leave will enable the tenured teacher, certificated administrator, contract principal or quota assistant principal to engage in an activity which will be beneficial to the work of the Chicago Public Schools. A contract principal's application for a personal leave of absence shall be conditioned upon the termination of the contract principal's contract and consent of the applicable local school council. Upon conclusion of the personal leave of absence, the tenured teacher, contract principal or assistant principal may apply for vacant positions.

e. *Tenured Teachers' and Educational Support Personnel Union Leaves*.

1. Upon application by the Chicago Teachers Union ("CTU"), the Illinois Federation of Teachers ("IFT"), or the American Federation of Teachers ("AFT"), the Chief Executive Officer or designee may, without Board action, grant employees who are elected or appointed to full-time positions with the CTU, IFT or AFT leaves of absence without pay for the purpose of accepting positions, provided that no more than thirty-five (35) employees shall be granted such a leave at any one time. Employees granted a union leave of absence shall retain all other benefits as if they were in regular service. They shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor, and their absence shall not be construed as a break in service for any purpose. As condition of such leave, the CTU, IFT, and AFT must agree to pay the cost of maintaining any benefits for the employee. At the conclusion of a union leave under this Rule, the teacher shall not have the right to return to his/her former position but will be assigned to an equivalent position in the area of his or her certification in accordance with the faculty integration plan. An educational support personnel employee granted a union leave under this Rule shall not have a right to return to his/her former position at the conclusion of the leave but shall have a right to return to an equivalent position, provided the educational support personnel employee provides the Board ninety (90) calendar days notice of his/her intent to return.
2. The Chief Executive Officer or his/her designee may, without further Board action, grant union leaves of absences authorized by collective bargaining agreements approved by the Board to employees who are elected or appointed to union offices. The Chief Executive Officer or designee shall approve such leaves in accordance with the terms of the collective bargaining agreement approved by the Board.

f. *Tenured Teachers' Pension Office Employment Leave.* Upon application by the Chicago Teachers Pension Fund, the Chief Executive Officer or designee may grant an unpaid leave of absence to tenured teachers to accept appointments to full-time positions with the Chicago Teachers' Pension Fund. As condition of such leave, the Chicago Teachers' Pension Fund must agree to pay the cost of maintaining any benefits for the employee. Upon termination of the leave, employees shall be treated as laid off employees and afforded the rights and benefits provided in the applicable Board's layoff policies.

g. *Principals' Summer Leave of Absence.* Upon recommendation of the Local School Council, the Chief Executive Officer or designee may grant an unpaid leave of absence for two (2) calendar months or less during the calendar months of July and August to a contract principal who submits proper application prior to the May 1st preceding the months of July and August for which leave is requested. When a leave has been granted under this section, the absence shall not be construed as a break in service so far as seniority is concerned and the principal's position shall be held open. Principals granted such leaves of absence shall retain all other benefits as if they were in regular service, except that they shall not be allowed to accrue sick or vacation benefit days, or receive pension credit for the period of the unpaid summer leave.

h. *Family Military Leave of Absence.* The Chief Executive Officer or designee may grant an unpaid family military leave of absence of up to thirty (30) calendar days to an employee who: 1) is the spouse or parent of any person called to military service for a period of more than thirty (30) calendar days pursuant to orders of the Governor of the State of Illinois or the President of the United States, 2) has been employed by the Board for at least twelve (12) months, and, 3) has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. Employees who request unpaid family military leave for five (5) or more consecutive work days must make their request for the leave fourteen (14) days prior to the commencement of the leave; employees who request unpaid family military leave for less than five (5) consecutive work days shall make their request as soon as practicable. Upon termination of the leave, the employee shall be restored to the position held by the employee prior to commencement of the leave or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment, unless the employee would not have maintained his/her position regardless of the leave. The Chief Executive Officer or designee shall establish procedures and requirements for applying for leaves, including requirements for submission of certification from the proper military authority to verify the employee's eligibility for the family military leave and procedures for return of employees at the conclusion of the family military leave.

Sec. 4-16. Resignations and Retirement.

a. Except as provided in subparagraph b of this Rule, employees' resignations and notices of intent to retire are irrevocable upon receipt by the Department of Human Resources.

b. Upon recommendation of the Chief Executive Officer, the Board may permit an employee who submitted a resignation or who has submitted a notice of intent to retire to rescind the resignation or notice of intent to retire provided that all of the following conditions are met:

- i. The employee has received a firm offer to fill a vacant position for which a Type 75 administrative certificate is a required or desired qualification for a period after his/her effective date of resignation or retirement;
- ii. The employee makes a request to rescind the resignation or notice of intent to retire before the effective date of the resignation or notice of intent to retire;
- iii. The employee has a record of performance with the Board that, in the judgment of the Chief Executive Officer, demonstrates that he or she is uniquely qualified to fill the position offered to him/her;
- iv. In cases where the employee has participated in any Board-sponsored retirement incentive program, including but not limited to the Pension Enhancement Program or an Early Retirement Option, the employee agrees to repay to the Board all monies paid by the Board to the employee; and
- v. In cases where the employee has submitted an application for retirement or other benefits from a Pension Fund to which the Board makes contributions, the Pension Fund makes no objection to rescission of the employee's application for retirement or other benefits and agrees to a refund or credit to the Board for the Board's employer "pick-up" of employee pension contributions in connection with the advance payout of sick leave under Pension Enhancement Program or other similar programs.

CHAPTER V FINANCIAL RULES

Sec. 5-1. Fiscal and School Year. The fiscal year of the Board of Education shall commence on the first day of July of each year.

Sec. 5-2. Office Hours. The general offices of the Board of Education and District shall be open on Monday through Friday each week from 8:00 o'clock A.M. to 5:00 o'clock P.M. (Holidays designated in section 5-3 excepted.)

Sec. 5-3. Holidays - Offices. The general offices of the Board of Education and District shall be closed on the following legal holidays: January 1 (New Year's Day); the third Monday in January (the birthday of Dr. Martin Luther King, Jr.); February 12 (Lincoln's birthday); the third Monday in February (Presidents Day); the first Monday of March (the birthday of Casimir Pulaski); the last Monday in May (Memorial Day); July 4 (Independence Day); the first Monday in September (Labor Day); the second Monday in October (Columbus Day); November 11 (Veteran's Day); the fourth Thursday and Friday in November (Thanksgiving Day Recess); December 25 (Christmas Day); and on such other days as the President, with the approval of or ratification by the Board of Education, may direct. When any such holidays fall on Sunday, the Monday next following shall be held and considered such holiday.

Sec. 5-4. Report Condition of Finance. At least once each quarter the Chief Financial Officer shall present to the Board of Education a summary report of appropriations and encumbrances by funds, showing the condition of Board finances. A copy shall be filed with the Board Secretary.

Sec. 5-5. Investment of School Funds. The Board hereby delegates to the Chief Financial Officer the authority to invest its school funds in investment instruments as authorized by law. The Chief Financial Officer shall purchase and sell all investment instruments on behalf of the Board pursuant to law and the Board's Investment Policy.

Sec. 5-6. Lunchroom Receipts. All moneys received in the lunchroom shall be forwarded in accordance with the schedule established by Chief Financial Officer through a carrying company approved by the Board of Education and deposited in a bank that is on the approved municipal depository list. The Chief Financial Officer shall establish the procedures and schedule for the collection, transfer and deposit of lunchroom receipts.

Sec. 5-7. Sale of Refreshments at Stadia. Sale of refreshments at the stadia shall be under the charge and control of the Chief Administrative Officer. Proceeds from the sale of refreshments shall be credited to the Lunchroom Fund.

Sec. 5-8. Payroll Attendance Reports. Payroll attendance reports for each budget organization unit shall be prepared promptly under the charge and control of the Chief Financial Officer and be promptly certified by the Chief, Officer or head of the department in which the employees are employed.

Sec. 5-9. Use of Roll-Over Funds.

a. Where the Board approves a budget for the current fiscal year that identifies roll-over unspent funds from the previous year's budget and authorizes the use of such funds in the current fiscal year budget, the Chief Executive Officer shall designate the roll-over funds for particular uses or projects and shall report the designations annually to the Board for approval. Only the following specified funds which remain from the prior year's original budget are eligible for roll-over designation hereunder:

- (1) non-personnel general funds in school and central/area offices, and
- (2) building Operation and Maintenance fund from the following accounts:

- a. Commodities – Supplies;
- b. Services – Contractual; and
- c. Services – Repair Contracts.

b. Once designated, transfer of the roll-over funds to the designated account(s) is subject to Board approval and the use of the funds is subject to the following limitations:

- (1) roll-over funds will be expended within the current fiscal year;
- (2) no liability beyond the current fiscal year may be incurred in using the roll-over funds, and
- (3) roll-over funds may not be used to hire employees, except miscellaneous personnel as defined in Board Rule 4-3.f. whose positions will close at or before the end of the fiscal year.

This Rule does not apply to a school special income fund or funds that are otherwise subject to federal or state requirements or grant agreement obligations regarding carry over.

Sec. 5-10. Reporting Fraud, Waste, Mismanagement; Whistle Blower Protection. In accordance with the Whistle Blower Protection provisions found in the Illinois School Code, Section 34-2.4c, no disciplinary action may be taken against an employee or Local School Council member for the disclosure of information by that employee or local school council member that evidences (a) violation of any law, rule, regulation or policy, or (b) waste, fraud, mismanagement, abuse of authority, or (c) a danger to health or safety of a student or the public.

Sec. 5-11. Annual Notice. The Chief Executive Officer or designee shall provide employees with annual notice regarding the appropriate use and safeguarding of Board resources, compliance with funding source obligations and responsibilities to prevent misuse or misappropriation Board resources.

Sec. 5-12. Non-Resident Pupils - Tuition. Pupils must reside within the limits of the City of Chicago to attend a Chicago Public School. For purposes of enrolling or completing enrollment in an Options for Knowledge school or program, a student must establish Chicago residency on or before July 1st prior to the start of the upcoming school year.

Pupils whose parent(s) or legal guardian(s) do not reside within the limits of the City of Chicago and who are staying in Chicago for the primary purpose of attending Chicago Public Schools shall be considered non-resident pupils. The parent or legal guardian of a non-resident pupil determined to be in violation of this residency requirement shall be charged tuition as determined by the District's Department of Revenue, in accordance with the Illinois School Code and the student is subject to transfer. Pupils who become non-resident during the school term shall not be charged tuition for the remainder of the school term in which they become non-resident.

Sec. 5-13. Foreign Pupils – Tuition. Foreign students living in the City of Chicago with F-1 non-immigrant student visas and participating in the Board's Visiting Foreign Student Program may enroll in the Chicago Public Schools. Such student's must satisfy F-1 visa requirements including but not limited to paying the per capita cost of tuition as determined by the District's Department of Revenue as well as meet applicable grade level and duration of visit requirements. In accordance with the Illinois School Code, foreign students participating in an organized foreign exchange program authorized by the Chief Education Officer or designee may enroll tuition-free in a Chicago Public School.

CHAPTER VI SCHOOL RULES

Sec. 6-1. Admission Requirements. No person shall be admitted to any school under the jurisdiction of the Board of Education without meeting the requirements for admission. No person seeking admission into any Chicago Public School who has been suspended or expelled for any reason from any public school in Illinois or any other state may be admitted without first completing the entire term of the suspension or expulsion, except on a case by case review by the Chief Education Officer or designee. Students who have been suspended or expelled from a private school, charter school or public school outside District 299 may not be allowed to enroll in a Chicago Public School if they were suspended or expelled for an offense for which expulsion is a possible sanction according to the Chicago Public Schools Student Code of Conduct.

Sec. 6-2. Admission to Elementary School. All children residing in the City of Chicago ~~may be eligible~~, at the beginning of the school year, to enter kindergarten or first grade if they will have reached the age of five or six years, respectively, on or before September 1, with the following noted exceptions.

Children who will reach the age of six on or before December 31 may, at the beginning of the school year, enter first grade if the parent/legal guardian/temporary custodian presents satisfactory evidence that their child (i) attended a nonpublic preschool and continued their education at that school through kindergarten, (ii) was taught in kindergarten by an appropriately certified teacher and (iii) was assessed to be ready for first grade.

The principal of the elementary school in the attendance area in which the student resides shall require the parent/legal guardian/temporary custodian to present a birth certificate, baptismal record, or other satisfactory evidence of the date of birth. The parent/legal guardian/temporary custodian must also produce proof of residence and medical compliance. Lack of proof of residency for homeless students may not be used to exclude them from school. Homeless students must be enrolled in accordance with the Chicago Public Schools' Policy and Procedures on Education of Homeless Children and Youth, 96-1120-PO3, as may be amended.

Sec. 6-3. Admission to High Schools. Pupils who have been graduated from elementary school shall be admitted to a high school in the District. Students who did not graduate from an elementary school and high school transfer students who seek admission to high school may be required to submit school records to evaluate appropriate placement and transfer of course credit, if applicable, and may also be required to take an examination which shall be conducted in accordance with the policies established by the Board of Education.

Sec. 6-4. Exclusion During Epidemics. The Chief Executive Officer in consultation with a city, state or federal public health departments or agencies shall have the power and duty upon reasonable evidence that an epidemic of any contagious or infectious disease is prevalent or that an epidemic of such is impending, to exclude temporarily all pupils and employees from the public schools serving the community where the disease has appeared. Such evidence, in order to be considered reasonable, shall be brought to the attention of the Chief Executive Officer or a city, state or federal public health departments/agencies. In reaching the decision to close a school or schools or to exclude any significant number of pupils, the Chief Executive Officer, in consultation with a city, state or federal public health departments or agencies, shall consider the nature of the communicable disease, the nature of the preventive vaccine or toxoid, and the results of a survey showing the percentage of students and employees who have been inoculated.

Sec. 6-5. Fire Drills. All employees shall strictly observe the Fire Drill Ordinance of the City of Chicago and the regulations with regard to emergency and fire drill dismissals as directed by the Chief Executive Officer.

Sec. 6-6. Health Requirements of Pupils. (Repealed 09-28-05)

Sec. 6-7. Permits - Residence in Sub-District. (Repealed 01-24-96)

Sec. 6-8. Expulsion of Pupils - Cause. Expulsion of a pupil is a suspension for a period exceeding ten consecutive school days. For a pupil with a disability, a prior determination that the behavior is unrelated to the pupil's disability is a prerequisite for expulsion. However, in all cases, a free appropriate public education must be made available to all students with disabilities expelled from school. Whenever a pupil in any school is found guilty of gross disobedience, misconduct or other violation as defined by the Student Code of Conduct of the Board of Education of the City of Chicago, the pupil may be expelled from school. The parent or guardian shall be requested to appear at an expulsion hearing before a hearing officer to discuss the pupil's behavior. Such request shall be made by registered or certified mail and shall state the time, place, and purpose of the hearing. The hearing officer shall report to the Chief Executive Officer or designee a written summary of the evidence taken at the hearing together with the hearing officer's recommendations thereon. If the hearing officer recommends that the pupil be expelled, the hearing officer shall state the reasons for the recommendation and the proposed period of time that the student should be expelled from school. The Chief Executive Officer or designee shall determine the appropriate disciplinary action upon the summary and recommendations of the hearing officer. No pupil may be expelled except by the decision of the Chief Executive Officer or designee. The parent or guardian of an expelled student shall have the right to appeal the expulsion decision to the Chief Executive Officer or designee.

Pupils referred for expulsion whose presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process may be immediately reassigned to an alternative school. Procedural safeguards under the Individuals with Disabilities Education Improvement Act of 2004 apply to students with disabilities.

Sec. 6-9. Suspension of Pupils – Cause. For gross disobedience, misconduct, or other violation as defined by the Student Code of Conduct of the Board of Education of the City of Chicago, a pupil may be suspended temporarily by the principal for a period not exceeding ten consecutive school days for each offense. For a pupil with a disability, the pupil may be suspended for a period not exceeding ten school days in a school year, except where the school has consulted with and received approval from the Chief Specialized Services Officer or their designee. Every such suspension shall be reported to the parent or guardian of the pupil, with a full statement of the reasons for such suspension and also reported to the Chief Area Officer. The parent or guardian of a suspended student shall have the right to appeal the suspension decision to the appropriate Chief Area Officer or designee. The Chief Area Officer or their designee shall have authority to review the action of the principal and make a final determination as to the suspension of the student.

Prior to any suspension, the student shall be given oral or written notice of the charges against the student and an informal hearing with an explanation of the basis of the charge and an opportunity to explain his/her version of the facts. Students whose presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process may be immediately removed from school. In such cases, the necessary notice and informal hearing should follow as soon as practicable.

Sec. 6-10. Regular School Year. The regular school year shall begin and end on dates as approved by the Board in the Annual Regular School Year Calendar, the Annual Year-Round School Calendar and the Calendar for Schools Operating on an Alternative Schedule.

Sec. 6-11. Certificates of Graduation from Evening School. (Repealed 08-22-07)

Sec. 6-12. Duties of Principals. Principals of schools are the responsible administrative heads of their respective schools and are charged with the organization, supervision, administration, and discipline thereof. They shall establish and enforce such regulations, not contrary to the Rules and Policies of the Board of Education, the Student Code of Conduct, or the regulations of the Chief Executive Officer, as in their judgment may be necessary for the successful conduct of their schools.

Sec. 6-12.1. Duties of Assistant Principals. Assistant Principals shall take charge of their respective schools when their principals are absent from the building for any reason. Assistant Principals shall be subject to the supervision of the principal and shall perform such duties the principal may direct. Such duties may include, but are not limited to, providing assistance in the organization, supervision, administration, and discipline of the schools. In

the event there are multiple Assistant Principals in a school and the principal is absent, the principal shall designate which Assistant Principal shall be in charge.

Sec. 6-12.2. Duties of Associate Principals. (Repealed 10-25-95)

Sec. 6-13. Duties of Teachers. Teachers shall take charge of the divisions or classes assigned to them by the principal. They shall be held responsible for the instruction, progress and discipline of their classes according to the School Improvement Plan. Teachers shall render such assistance in the educational program in and about the buildings as the principal may direct including parent interviews, pupil-counseling, corridor, lunchroom, and playground supervision, and attendance at professional staff meetings. Teachers are supervised by their respective principals.

Sec. 6-14. Exclusion of Partisan and Sectarian Questions. Principals and teachers shall prevent the introduction or discussion of questions of a sectarian or partisan character in their schools.

Sec. 6-15. Purchase of Unauthorized Books. Principals and teachers shall not request or advise pupils to purchase for use in the schools, any book, pamphlet, or publication which the Board of Education has not approved.

Sec. 6-16. Contributions and Presents. Employees and Local School Council members can solicit contributions for the school, either in money or in kind, but the acceptance of the contribution shall be made in accordance with Board Rule 5-9 and the Board's Policy on the Acceptance of All Grants, Gifts and Donations.

Sec. 6-17. Names and Addresses of Pupils Not To Be Given Out. No employee shall give out names and addresses of pupils or their parents or any information contained in school records, except in accordance with the Board's Policy on the Confidentiality of Student Records.

Sec. 6-18. Circulation and Distribution of Unauthorized Written Materials. No employee or other person shall circulate, permit to be circulated, distribute or exhibit, whether in written or electronic form on school grounds or at school-sponsored functions, any advertisements, circular, subscription list, invitation to or notice of meetings, any book, map or other article, or any other material of a commercial, political or sectarian nature, among the pupils, teachers, or other employees, except by approval of the principal, Chief Area Officer ("CAO"), General Counsel, or the Chief Executive Officer ("CEO") or their designees, setting forth the time, manner and place of the circulation or distribution. The provisions in this paragraph do not apply to nor in any way affect the sections of the collective bargaining agreement between the Board and the Chicago Teachers Union ("CTU") pertaining to the CTU's right to distribute information to its members. The publication or distribution of obscene or libelous materials which is published or distributed on school grounds by an employee shall constitute grounds for dismissal.

Union delegates or their designees may distribute union election materials of any employee candidates in employee mailboxes, before and after school hours, or during duty-free time. For the purposes of this rule, teacher preparation periods are not duty-free time.

Distribution or circulation of written materials may take place in an appropriate time, place and manner authorized by the principal, CAO, General Counsel, CEO or their designees. Under no circumstances are the written materials to which this rule applies to be distributed during class time except in employee lounges and other designated areas. Distributors of such materials may in no manner delay or detain students, teachers, or other employees while distributing their materials except as incidental thereto.

Research materials such as questionnaires, surveys, evaluation instruments and related data requests may not be distributed or circulated in schools except when authorized in accordance with the Board's Research Study and Data Policy.

Local School Councils who wish to distribute questionnaire or survey materials in connection with their duties and responsibilities must have such materials approved as to legal form by the General Counsel or designee prior to distribution.

Sec. 6-19. Distribution, Exhibition and Collection of Books, Maps and Other Written Materials.
(Repealed 09-24-03)

Sec. 6-20. Holidays - Schools. The schools shall be closed on the following legal holidays occurring when schools are in session: January 1 (New Year's Day); the third Monday in January (the birthday of Dr. Martin Luther King, Jr.); February 12 (Lincoln's birthday); the third Monday in February (President's Day); the first Monday in March (the birthday of Casimir Pulaski); the last Monday in May (Memorial Day); July 4 (Independence Day); the first Monday in September (Labor Day); the second Monday in October (Columbus Day); November 11 (Veteran's Day); the fourth Thursday in November (Thanksgiving Day); December 25 (Christmas Day); the day following Thanksgiving Day and on such other days as the President, with the approval of or ratification by the Board of Education, may direct. When any such holidays fall on Sunday, the Monday next following shall be held and considered such holidays. If unanticipated school dismissal becomes necessary, school holidays may be adjusted to ensure that the minimum number of pupil attendance days are scheduled and held pursuant to the Illinois School Code. Section 10-19 and the adjustment shall be implemented consistent with collective bargaining agreements. If the Illinois State Board of Education authorizes modifications to the designated legal school holidays, the modification(s) shall be implemented, upon Board approval, at individual schools consistent with collective bargaining agreements.

Sec. 6-21. Corporal Punishment Prohibited. No employee of the Board of Education may inflict corporal punishment of any kind upon persons attending the public schools of the City of Chicago.

Sec. 6-22. Regular School Hours and Instruction. The specific hours of operation of an attendance center may vary to reflect the scheduling needs of particular schools; however, all schools must maintain regular hours of operation that provide all students with a minimum of 300 minutes of instructional work per day.

Sec. 6-23. Dismiss Schools for Funeral Services. The Chief Executive Officer, with the approval of the President, may, in case of the death of the principal, dismiss a school during the session when the funeral service is held and may grant permission for other principals to be absent from their schools to attend the funeral services.

In case of the death of a teacher, the Chief Executive Officer may permit a delegation of two teachers and the principals to be absent from school to attend the funeral services without loss of salary.

Sec. 6-24. The Flag. At the beginning of each school day, students shall sing the National Anthem, recite the Pledge of Allegiance and salute the flag of the United States. No student shall be compelled to sing the national anthem, recite the Pledge of Allegiance or salute the flag.

The flag of the United States shall be displayed each day in a prominent place on the school house or school grounds, and the flag of the United States shall be conspicuously displayed in each and every classroom in the public schools of the City of Chicago.

Sec. 6-25. Use of School Buildings After Regular Hours of Building Operation.

I. General Requirements For Operation of School Building Beyond Regular Hours

School buildings shall be opened for any purpose upon the terms and conditions set forth in Section 34-8.1, Section 34-2.3 and Section 34-18 of the Illinois School Code. Principals may set hours of operation of the school building, beyond regular hours of building operation, under the following conditions:

- A. The engineer-in-charge, the engineer-in-charge's designee or the principal's designee shall be present and on duty;
- B. Appropriate adult supervision as determined by the specific building use is present, and
- C. A Type 75 certificated school administrator is available for emergencies

II. School Affiliated Non-Student Groups

School affiliated non-student groups, as defined for purposes of this Board Rule only, are groups whose mission is promote the educational mission and/or the efficient operations of a school. These groups include, but are not limited to, Local School Councils ("LSC"), Parent Teacher Associations ("PTA"), Parent Teacher Organizations ("PTO"), Parent Advisory Councils ("PAC") and Professional Personnel Leadership Councils ("PPLC"). The following conditions shall apply to the use of school buildings by school affiliated non-student groups:

- A. LSCs shall have the right to use school buildings to meet or carry on official business subject to applicable conditions set forth in Section I above provided that LSC meetings take place in facilities that comply with Open Meetings Act requirements and the requirements of the Americans with Disabilities Act ("ADA") and the Board's ADA Policy.
- B. LSCs may use school facilities during regular school hours so long as space is available and such use does not disrupt the educational operation of the school.
- C. PPLCs shall have the right to use school buildings to meet subject to applicable conditions set for in Section I above.
- D. PPLCs may use school facilities during regular school hours so long as space is available and such use does not disrupt the educational operation of the school.
- E. Groups such as PTAs, PTOs or PACs may use the school building free of charge subject to the applicable conditions of Section I above so long as such use does not incur unreasonable expense on the school.

To the extent possible, school affiliated non-student groups should meet with the principal to establish a meeting schedule as far in advance of the meetings as possible.

III. School Affiliated Student Groups

Any student group recognized by the school may use the school facilities during non-instructional time as determined by the principal. Such groups may include groups whose mission is focused on an aspect of the school's curriculum (i.e. French Club, Math Club, Science Club, Literature Club), as well as groups whose focus is non-curricular (i.e. Debate Team, Chess Club, Christian Club). The principal may determine reasonable restrictions on the time, location and manner of the use.

A school may deny all non-curricular clubs from meeting at the school. If a high school, however, permits one group whose focus is non-curricular to meet on school premises, it must allow all other non-curricular student groups to assemble on the same terms and conditions.

IV. Non-School Affiliated Student Groups

Organizations that work with students enrolled in a Chicago Public School whose mission is unrelated to the school's mission, educational program or operations, may use school facilities as determined by the principal. The principal may determine reasonable restrictions on the time, location and manner of the use.

V. Community and other Non-School Affiliated Groups

Community and other groups whose mission is unrelated to the Chicago Public Schools may use the school facilities for free, as determined by the principal, for free public lectures, concerts or other educational and social interests, when school is not in session, subject to the reasonable restrictions on the time, place and manner of such usage imposed by the principal.

As determined by the LSC, community and other groups whose mission is unrelated to the Chicago Public Schools may use the school facilities for a reasonable cost for public lectures, concerts or other educational and social interests, when school is not in session, subject to the reasonable restrictions on the time, place and manner of such use imposed by the principal

VI. Providing School Facilities for Commercial Use

The LSC may determine if school facilities are available for rent by private, for-profit organizations. If the LSC permits such rental, it may place reasonable restrictions on such use that shall be in effect for all commercial use. Such use will also be subject to the reasonable restrictions on the time, place and manner of such use imposed by the principal. The LSC should make clear that the school does not endorse or support the entity renting the facilities.

VII. School Usage Permits and Licenses

All organizations/entities except for School Affiliated Non-Student Groups and School Affiliated Student Groups wishing to use a school facility for free or for cost must execute and submit a School Usage Permit. The principal may deny the use of the school facilities when he or she has a reasonable basis to believe that use of the school facilities by such a group will cause damage or undue expense to the school. The principal may also deny use of the facilities if the group fails to meet any of the conditions outlined in the school usage permit.

For all organizations/entities except for School Affiliated Non-Student Groups and School Affiliated Student Groups proposing to rent or use a school building or parking lot more than 10 times a year, the Department of Operations, Office of Real Estate Management must be contacted and a license will be entered into and executed in accordance with Board Rule 7-15 for such extended use.

VIII. No Viewpoint Discrimination Permitted

No group or organization may be discriminated against due to the content or focus of their group or organization. If the school permits one group from categories III, IV, V or VI listed above to use its facilities, it must allow other organizations with a similar mission or purpose to use its facilities on the same terms and conditions.

No religiously-oriented clubs may be barred from meeting at the school if another group that focuses on similar topics and ideals is permitted to assemble there.

If a school grants an offering to or an opportunity for one or more outside youth or community organizations to meet on school premises or in school facilities before or after instructional hours, it must permit equal access to, and must not discriminate against, the Boy Scouts of America. No school may, however, serve as a sponsoring or chartered organization for the Boy Scouts of America.

IX. Chief Area Officer Mediation

In the event that a group or organization disagrees with a principal's or Local School Council's determination regarding its request for use of a school facility, the group or organization may ask the appropriate Chief Area Officer ("CAO") to meet with the group or organization and the principal and/or the Local School Council in an effort to mediate the dispute. The CAO will make the final determination regarding use of the school facility.

X. Union Campaigning

Employees are permitted to use school facilities during duty-free time, before and after school for internal union campaign activities provided:

- a) employees notify the principal in accordance with the collective bargaining agreement and the Board's facility usage policy.
- b) activities do not interfere with school activities, including before or after school activities or programming.
- c) activities are not in the presence of students.
- d) activities are during times of normal building operation, and
- e) activities do not require the Board to incur any employee overtime costs.

For the purposes of this rule, teacher preparation periods are not duty-free time. Nothing in this rule shall prohibit the Board from adopting reasonable restrictions as to time, place and manner for use of its facilities.

Sec. 6-26. Alcohol and Tobacco Prohibited. Consumption of alcohol on Board property is prohibited. Use of tobacco products on Board property is prohibited.

Sec. 6-27. Use Free of Charge. (Repealed 10-22-03)

Sec. 6-28. LSC Member Eligibility.

A. Definitions

Wherever used in this Section, the following words and phrases shall have the following meaning

Parent: Means a (a) biological or adoptive parent, (b) stepparent or (c) legal guardian of an enrolled student of an attendance center.

Stepparent: means a person who is (a) married to the child's parent, (b) resides with the child and (c) exercises care and custody of the child. In order to establish that he/she exercises care and custody of a child, the stepparent must provide (i) a marriage certificate, and (ii) a sworn affidavit by the biological parent attesting that the stepparent, in conjunction with the parent, does exercise care and custody of the child. Other evidence that may demonstrate care and custody includes but is not limited to the following (iii) the child is declared as a dependent on the stepparent's most recent income tax return; (iv) the child is covered under the stepparent's health insurance; or (v) the child is listed as the stepparent's child for Medicare, Social Security, Medicaid or other public aid programs. This Board Rule shall not be construed to give stepparents any right of access to student records except as provided in the Illinois School Student Records Act (105 ILCS 10/1 et seq.).

Legal guardian: means a person who has been formally appointed guardian of a child by a court of competent jurisdiction.

Local School Council or LSC: means an elected Local School Council or an appointed Local School Council or Board of Governors, except when otherwise noted.

Employed at the School: Means to receive compensation and act under the direction and supervision of a principal or his/her designee who oversees the detail of the person's work. An employee of a third party may not serve on a local school council at a school at which he or she is employed, however, he or she may be eligible to serve at another school.

Employed by the Board of Education: Means to be in the employ of the Board of Education whether or not employed at the school.

Enrolled in a school: means that the student is currently attending the school at which the parent or legal guardian serves.

Graduation is on the last day of the academic school year or semester and not on the date of a graduation ceremony or commencement exercise. Pursuant to the Illinois School Code, the last day of the academic year or semester is determined by the Chicago Board of Education

B. Eligibility

Persons who have been elected to serve on a Local School Council may serve and continue to serve for the length of their term provided they meet and continue to meet the eligibility requirements set forth below.

1. A person may serve and continue to serve as a parent representative as long as he/she

- (i) has a child enrolled in the school in which he/she serves;
- (ii) is not employed at the school in which he/she serves, and
- (iii) is not employed by the Board of Education.

If a parent representative of a Local School Council ceases or fails to have a child enrolled in the school at which membership on the Local School Council at which he/she serves, for reasons other than graduation or voluntary transfer of the child, or becomes an employee of the Board of Education, the parent's membership on the local school council and all voting rights shall be terminated immediately upon the written determination of ineligibility by the General Counsel following the challenge procedures set forth below. In cases where the parent representative's membership ends due to graduation of his or her child, he or she serves until the end of the school year or semester in which his or her child graduates. In cases where the parent representative's membership ends due to the voluntary transfer of the child, the parent's membership and voting rights shall be terminated as of the date of the transfer.

2 A person may serve and continue to serve as a community representative as long as he/she:

- (i) resides in the attendance area served by the school;
- (ii) is not employed at the school in which he/she serves;
- (iii) is not employed by the Board of Education; and
- (iv) is not a parent of a student enrolled at the school

If a community representative ceases to reside within the attendance area or voting boundaries of, or has a child enrolled in, the school at which he/she serves, or becomes an employee of the school or Board of Education, his or her membership on the Local School Council and all voting rights are terminated immediately upon the written determination of ineligibility by the Chief Executive Officer or designee following the challenge procedures set forth below

3. A teacher representative may continue to serve as long as he or she is employed and assigned to perform a majority of his or her duties at the school, provided that if a teacher representative resigns from employment with the Chicago Board of Education, or resigns from the Local School Council or voluntarily transfers to another attendance center, the teacher's membership on the Local School Council and all voting rights are terminated immediately as of the date the teacher's resignation is received by the Board of Education, or as of the date the teacher's Local School Council resignation is received by the Local School Council or the effective date of the teacher's voluntary transfer to another attendance center.

If a teacher representative resigns from employment with the Board, or resigns from the Local School Council or voluntarily transfers to another attendance center or is absent from employment at the school for an extended and defined period of time due to illness, disability, leave of absence, the initiation of dismissal proceedings, or any other reason, the principal shall notify the Office of the Chief Executive Officer or designee of a teacher representative's permanent or temporary absence. The Office of the Chief Executive Officer or designee shall certify, as appropriate, that a vacancy exists in such teacher representative's position. When a vacancy is certified, the Office of the Chief Executive Officer or designee shall issue written notification to the principal and the local school council advising the school to initiate a non-binding staff advisory poll. The school shall forward the results of the poll to the Office of the Chief Executive Officer or designee in a timely manner. After receipt of the results, the Board will declare the existence of a permanent or temporary vacancy in the teacher representative's position and will appoint a replacement teacher representative until such time as the absent teacher resumes service at the attendance center or for the remainder of the term, whichever occurs first.

4. A person may serve as a high school student representative for a one-year term beginning July 1 and ending the following June 30th as long as he/she is and remains enrolled in the high school in which he/she serves on a full-time basis. For students who graduate while serving as a student representative of a Local School Council, their term shall end upon graduation. In cases where the student representative voluntarily transfers from the school, the student's membership and voting rights on the Local School Council shall be terminated as of the date of the transfer.

If a high school student representative of a Local School Council ceases to be enrolled on a full-time basis in the school at he/she serves, for reasons other than graduation or voluntary transfer, the student's membership on the local school council and all voting rights shall be terminated immediately upon the written determination of ineligibility by the Chief Executive Officer or designee following the challenge procedures set forth below.

C. Audit of Records

The Chief Executive Officer or designee may periodically cause to be reviewed pertinent records relating to individual LSC members in order to discover any relevant changes in an LSC member's eligibility. If such a review indicates that an LSC member does not meet the eligibility criteria in this Board Rule, an investigation shall be conducted in accordance with the local school council member removal procedures set forth below.

D. Local School Council Removal Procedures

1. Any person may challenge the eligibility of an LSC member based on the eligibility criteria in this Board Rule. Challenges shall be in writing and shall include:

- a. the name, address, and phone number of the person filing the challenge.
- b. a statement of facts upon which the challenge is based and any evidence which supports the challenger's position.

2. In cases where an allegation of ineligibility under this Board Rule is made by another LSC member or an employee of the Board, the identity of the LSC member or Board employee may not be disclosed during any investigation of the allegation without his or her written consent. 105 ILCS 5/34-2.4(c) ("Whistle Blower Protection").

3. In addition, the Board, its agents and employees, may act upon anonymous challenges, personal knowledge or other information of council members' ineligibility including, but not limited to, the audit of records described above. A Board employee or agent with information indicating that an LSC member is not eligible under this Board Rule may initiate an investigation by submitting a written request for investigation to the Law Department.

4. Filing of Challenges - Challenges and requests for investigation pursuant to this Rule shall be filed with the Law Department.

5. Investigation of Ineligibility - The General Counsel shall review challenges and requests for investigation. If the General Counsel determines that the challenge or request has merit, the General Counsel may refer the matter for investigation if additional information is required. The information provided by the challenger(s) and the results of any investigation shall be reviewed by the General Counsel. If the results of the investigation indicate that the LSC member may be ineligible, the General Counsel shall convene a hearing to afford the General Counsel's

representative the opportunity to present evidence of ineligibility and the concerned council member an opportunity to personally present statements and evidence on his or her behalf. The concerned council member shall be notified in writing of the date, time, and place of the hearing, of his or her right to have a representative at the hearing, and the specific basis for his or her alleged ineligibility.

6. A hearing officer shall conduct a hearing and shall afford the General Counsel's representative the opportunity to present evidence of ineligibility and the concerned council member an opportunity to personally present statements and evidence substantiating his/her eligibility to serve on the council. The General Counsel shall have authority to promulgate rules, including, but not limited to, rules of procedure, procedural manuals and rules of evidence, to govern hearings under this Rule. As soon as possible after the conclusion of the hearing, the hearing officer shall make a recommended finding to the Chief Executive Officer or designee regarding the council member's eligibility.

7. The Chief Executive Officer or designee shall decide the question of the council member's eligibility. If the Chief Executive Officer or designee finds that the concerned council member is ineligible to serve based on the eligibility criteria in this Board Rule, the Chief Executive Officer or designee shall declare the member ineligible and a vacancy on the council which shall be effective on the date the declaration is issued. However, the vacancy may be filled only after: (1) the concerned council member fails to request reconsideration within the time allowed; or (2) the concerned council member's request for reconsideration is denied.

8. Notice of Declaration of Vacancy - The Chief Executive Officer or designee shall forward the determination to each challenger and challenged LSC member in writing by regular and certified mail and to the affected LSC by regular mail.

E. Request for Reconsideration

1. Within thirty (30) days of the date of a Declaration of Vacancy by the Chief Executive Officer or designee, the challenged LSC member may submit a request to reconsider to the Chief Executive Officer or designee. Failure to request reconsideration within 30 days after the declaration of the vacancy will render the declaration of vacancy as final. The request for reconsideration should state specific reasons or grounds for rescinding the Chief Executive Officer or designee's prior determination concerning the council member's eligibility.

2. The Chief Executive Officer or designee shall review the determination. New evidence not readily available at the time that the challenge was filed may be submitted. The decision of the Chief Executive Officer or designee shall be final and shall be forwarded to the challenger, the challenged LSC member, and the affected Local School Council.

F. Appointment to Vacancy

If a challenged parent or community LSC member is found to be ineligible to serve on the elected Local School Council pursuant to this process and a vacancy is declared, the LSC shall fill the vacancy by appointment of a qualified person who meets the eligibility requirements.

If a challenged teacher or student LSC member is determined to be ineligible to serve on the elected Local School Council and a vacancy is declared, the Board shall fill the vacancy by appointment of a qualified person who meets the applicable eligibility requirements after a non-binding advisory poll of school staff or students, whichever is appropriate.

If a challenged member to an appointed Local School Council or Board of Governors is determined to be ineligible to serve on the council or board and a vacancy is declared, the Board shall fill the vacancy by appointment in accordance with the Board's Policy on Governance of Alternative and Small Schools.

Sec. 6-29. Loss of Local School Council Eligibility Due to Ethics Violations.

For purposes of this Rule, references to Local School Council ("LSC") shall mean an elected Local School Council or an appointed Local School Council or Board of Governors except when otherwise noted herein.

A. Challenges to Local School Council Members' Eligibility Based on Ethical Violations

1. Any person may challenge a Local School Council member's eligibility to serve based on ethical violations. Filing a false Statement or failure to comply with the Board's Code of Ethics Policy may be grounds for disqualification from serving on any Local School Council for the remainder of the concerned member's term(s) of office. Challenges shall be in writing and shall include:

- a. the name, address, and phone number of the person filing the challenge;
- b. a statement of the facts upon which the challenge is based and any evidence which supports the challenger's position.

2. In cases where an allegation of an ethical violation under this Board Rule is made by another LSC member or an employee of the Board, the identity of the LSC member or Board employee may not be disclosed during an investigation of the allegation without his or her written consent. 105 ILCS 5/34-2.4(c) ("Whistle Blower Protection")

3. In addition, the Board, its agents and employees, may act upon (i) anonymous information regarding council members' ethical violations; or (ii) personal knowledge or other information of ethical violations by council members obtained by Board agents or employees. A Board employee or agent with information of an ethical violation by an LSC member may initiate an investigation by submitting a written request for investigation to the Law Department.

4. Filing of Challenges – Challenges, requests for investigation and reports of LSC members' ethical violations may be filed with the Law Department or the Board's Ethics Manager.

5. Investigation of Ethical Violations. The General Counsel shall review challenges based on ethical violations, requests for investigation of alleged ethical violations and reports of such violations received from Board agents or employees or anonymous sources. If the General Counsel determines that the challenge, request or report has merit, he/she shall refer the challenge, request or report for investigation. The General Counsel shall review the results of the investigation. If the results of the investigation indicate that the LSC member may have committed an ethical violation, the General Counsel shall convene a hearing to afford the General Counsel's representative the opportunity to present evidence of ethical violations and the concerned council member an opportunity to personally present statements and evidence on his or her behalf. The concerned council member shall be notified in writing of the date, time, and place of the hearing, of his or her right to have a representative at the hearing and of the specific provisions of this Rule or the Board's Code of Ethics Policy which he or she is alleged to have violated.

6. A hearing officer shall conduct a hearing and shall afford the General Counsel's representative the opportunity to present evidence of ethics violation(s) and the concerned council member an opportunity to personally present statements and evidence regarding the allegations of ethics violations. The General Counsel shall have authority to promulgate rules, including, but not limited to, rules of procedure, procedural manuals and rules of evidence to govern hearings under this Rule. As soon as possible after the conclusion of the hearing, the hearing officer shall make a recommended finding to the Chief Executive Officer or designee regarding the alleged ethical violation.

7. The Chief Executive Officer or designee shall decide the question of whether an ethics violation occurred. If the Chief Executive Officer or designee finds that an ethical violation has occurred, the Chief Executive Officer or designee shall declare the member ineligible effective on the date the declaration is issued. The vacancy on the council which shall be effective on the date the declaration is issued. However, the vacancy may be filled only after (1) the concerned council member fails to request reconsideration within the time allowed, or (2) the concerned council member's request for reconsideration is denied.

B. Declaration of Vacancy

When a council member has been afforded a hearing pursuant to this Rule and the Chief Executive Officer or designee has found that he or she should be disqualified from the Local School Council based upon a violation of the Code of Ethics or this Rule, the Secretary of the Board shall forward a Declaration of Ineligibility and a Declaration of Vacancy to the concerned council member and Local School Council by certified and regular mail to the council member's last known address and to the affected LSC by regular mail. The vacancy shall be effective on the date the declaration is issued. However, the vacancy may be filled only after: (1) the concerned council member fails to request reconsideration within the time allowed; or (2) the concerned council member's request for reconsideration is denied.

C. Request for Reconsideration

1. Within thirty (30) days of the date of a Declaration of Vacancy based upon a ruling by the Chief Executive Officer or designee, the challenged council member may submit a request to reconsider to the Chief Executive Officer or designee. The request for reconsideration should state specific reasons or grounds for rescinding the Chief Executive Officer's or designee's prior determination concerning the council member's eligibility. New evidence not readily available at the time that the challenge was filed may be submitted.

2. The Chief Executive Officer or designee shall review the request for reconsideration and issue a final determination.

3. The Secretary of the Board shall forward the final determination to the challenger, if any, and the challenged council member by certified and regular mail to the concerned council member's last known address and to the affected LSC by regular mail.

4. Failure to file a request for reconsideration within the time allowed will render final a Declaration of Vacancy based upon a ruling by the Chief Executive Officer or designee.

D. Statement of Economic Interests Filing Requirements

Failure to timely file a Statement of Economic Interests (hereinafter "Statement"), or failure to file a complete Statement, shall result in automatic disqualification from the Local School Council for the remainder of the concerned member's term of office. The Secretary of the Board shall every year, transmit to all schools a sufficient number of blank Statements of Economic Interests for all Local School Council members. Local School Council members shall file the Board's Statement of Economic Interests

with the Secretary of the Board by the deadline specified in the annual Statement. Council members will have 45 days from the date the Statement is sent to principals to complete and submit such Statement. Council members appointed after the due date of the annual Statement shall initially file the Board's Statement within seven (7) days of their appointment. Council members shall deliver their completed Statements to the principal of the school where they serve by the deadline specified in the annual Statement or, if appointed after the due date of the annual Statement, within seven (7) days of their appointment. Such delivery shall be considered as the filing of the Statement with the Secretary of the Board.

Within seven (7) days of the applicable filing date, principals shall forward to the Secretary of the Board all Statements and/or the names of any council members who have failed to file Statements as required. Local School Councils shall maintain copies of their members' Statements on file at their schools for public inspection.

When a council member has failed to file a complete Statement by the applicable filing date, the Secretary of the Board shall automatically issue a Declaration of Intent to Disqualify to the concerned council member by certified and regular mail to the council member's last known address and the affected LSC by regular mail. The concerned council member shall have thirty (30) days from the date of the Declaration of Intent to Disqualify to file a complete Statement. If the council member does not file a complete Statement within the time allowed, the Secretary of the Board shall automatically forward a Declaration of Vacancy to the concerned council member and Local School Council by certified and regular mail to the council member's last known address and the school where he or she serves. The vacancy shall be effective on the date the declaration is issued. There shall be no right to request reconsideration of a Declaration of Vacancy based upon a failure to timely file a complete Statement. Either the concerned Local School Council or the Board, as appropriate, may immediately proceed to fill the vacancy by appointment of a qualified person who meets all applicable eligibility requirements to serve the remainder of the disqualified member's term.

E. Notice of Declarations

The Secretary of the Board shall forward a Declaration of Intent to Disqualify and Declaration of Vacancy for failure to timely file a complete Statement to the concerned council member in writing by certified and regular mail to the concerned council member's last known address and the affected LSC by regular mail. The Secretary of the Board shall forward a Declaration of Vacancy based upon findings by the General Counsel to the challenger, if any, and the concerned council member in writing by certified and regular mail to the concerned council member's last known address and the affected LSC by regular mail.

F. Appointment to Vacancy

If a parent or community Local School Council member is determined to be ineligible to serve on the elected Local School Council pursuant to this Rule and a vacancy is declared by the Secretary of the Board, the Local School Council shall fill the vacancy by appointment of a qualified person who meets the applicable eligibility requirements.

If a teacher or student Local School Council member is determined to be ineligible to serve on the elected Local School Council pursuant to this Rule and a vacancy is declared by the Secretary of the Board, the Board shall fill the vacancy by appointment of a qualified person who meets the applicable eligibility requirements after a non-binding advisory poll of school staff or students, whichever is appropriate.

If a member of an appointed Local School Council or Board of Governors is determined to be ineligible to serve on the council or board and a vacancy is declared, the Board shall fill the vacancy by appointment in accordance with the Board's Policy on Governance of Alternative and Small Schools.

Sec. 6-30. Removal of Local School Council Members for Certain Criminal Convictions or Failure to Disclose Criminal Convictions.

For purposes of this Rule references to Local School Council ("LSC") shall mean an elected Local School Council or an appointed Local School Council or Board of Governors except when otherwise noted herein.

Persons who have been elected to serve on a Local School Council may serve for the length of the term provided that they file a truthful Criminal Conviction Disclosure Form pursuant to Section 34-2 1(f) of the Illinois School Code (105 ILCS 5/34-21(f)), and have cleared a criminal background investigation which indicates that they have not been convicted of crimes enumerated in Section 34-2 1(f-5) of the Illinois School Code for which a person is either permanently ineligible for election to or service on a local school council or ineligible for a period of ten (10) years after conviction.

A. Criminal Conviction Disclosure

All candidates must file a Criminal Conviction Disclosure Form prior to election. A Board conducted criminal background investigation must be completed for each local school council member before they take office. Failure to file a Criminal Conviction Disclosure Form, filing a false or incomplete Criminal Conviction Disclosure Form, or failure to provide information required by the Illinois State Police which shall include, but is not limited to, fingerprints or other personal identification information, shall result in the disqualification from the Local School Council for the remainder of the member's term of office.

Each candidate must submit a Criminal Conviction Disclosure Form to the principal. Principals shall forward Criminal Conviction Disclosure Forms to the Office of Local School Council Relations.

Principals shall notify the Office of Local School Council Relations of refusals by Council members to file a Criminal Conviction Disclosure Form.

Principals shall maintain on file at their schools copies of the Councils' Criminal Conviction Disclosure Form for public inspection.

B. Ineligibility Due to Criminal Conviction

A person who has been convicted of any of the following offenses at any time shall be ineligible for election or appointment to a local school council:

Indecent Solicitation of a Child, Sexual Exploitation of a Child, Pandering, Keeping a Place of Juvenile Prostitution, Pimping, Juvenile Pimping, Exploitation of a Child, Child Pornography, Criminal Sexual Assault, Aggravated Criminal Sexual Assault, Predatory Criminal Sexual Assault of a Child, Criminal Sexual Abuse, and Aggravated Criminal Sexual Abuse.

A person who has been convicted of any of the following offenses within the 10 years prior to the date of nomination or appointment shall be ineligible for election or appointment to a local school council:

Controlled Substance Trafficking, Criminal Drug Conspiracy, and Street Gang Criminal Drug Conspiracy.

C. Declaration of Vacancy

The Chief Executive Officer or designee shall declare a vacancy on the Council for (a) failure to file a Criminal Conviction Disclosure Form, (b) filing a false or incomplete Criminal Conviction Disclosure Form, (c) failure to provide information required by the Illinois State Police in order to complete the background investigation, or (d) having been convicted of a crime for which a person is ineligible to serve on a local school council pursuant to this Board Rule and Section 34-2.1(f-5) of the Illinois School Code. Upon determination by the General Counsel that a Council member failed to file, or filed a false or incomplete Criminal Conviction Disclosure Form, has failed to provide information necessary for the completion of the background check, or has been convicted of a crime for which a person is ineligible to serve on a local school council pursuant to this Board Rule and Section 34-2.1(f-5) of the Illinois School Code, the Chief Executive Officer or designee shall notify the Council member by certified mail and the affected LSC by regular mail. If the Council member does not file a form or file an amended form within ten (10) days of receiving notice of the determination, the Chief Executive Officer or designee shall declare a vacancy on the Council.

1. Investigation of Ineligibility - The Law Department shall conduct an investigation of the facts relating to the LSC member's criminal history and the veracity of the LSC member's Criminal Conviction Disclosure Form. The General Counsel shall review the results of the investigation. If the results of the investigation indicate that the LSC member may be ineligible under this Board Rule, the General Counsel shall refer the matter for a hearing.

2. A hearing officer shall conduct a hearing on the LSC member's criminal history and the veracity of the LSC member's Criminal Conviction Disclosure Form and afford an opportunity to the challenged LSC member to personally present statements and evidence substantiating his/her eligibility to serve on the council. The General Counsel shall have authority to promulgate rules, including, but not limited to, rules of procedure, procedural manuals and rules of evidence to govern hearings under this Rule. The hearing officer shall make a recommended determination to the Chief Executive Officer or designee regarding eligibility as soon thereafter as possible.

3. Declaration of Vacancy - Any vacancy on the LSC caused by a disqualification pursuant to this Board Rule shall be declared by the Chief Executive Officer or designee in those cases where a finding of ineligibility is made.

Any vacancy that is declared by the Chief Executive Officer or designee shall be effective on the date that the determination is issued; however, the vacancy may be filled only after (1) the concerned council member fails to request reconsideration within the time allowed; or (2) the concerned council member's request for reconsideration is denied.

4. Notice of Declaration of Vacancy - The Chief Executive Officer or designee shall forward the determination to the challenged LSC member in writing by regular and certified mail to the member's last known address and the affected LSC by regular mail.

D. Request for Reconsideration

1. Within thirty (30) days of a Declaration of Vacancy by the Chief Executive Officer or designee, the challenged LSC member may submit a request for reconsideration to the Chief Executive Officer or designee.

New evidence not readily available at the time that the vacancy was declared may be submitted

2. The Chief Executive Officer or designee shall review the request for reconsideration. The decision of the Chief Executive Officer or designee shall be final and shall be forwarded to the challenged LSC member by certified and regular mail to the member's last known address and the affected Local School Council by regular mail.

E. Appointment to Vacancy

If a challenged parent or community LSC member is found to be ineligible to serve on the elected Local School Council pursuant to this process and a vacancy is declared, the LSC shall proceed to fill the vacancy by appointment of a qualified person who meets the eligibility requirements. If a challenged teacher LSC member is determined to be ineligible to serve on the elected Local School Council and a vacancy is declared, the Board shall fill the vacancy by appointment of a qualified person who meets the applicable eligibility requirements after a non-binding advisory poll of school staff.

If a member of an appointed Local School Council or Board of Governors is determined to be ineligible to serve on the council or board and a vacancy is declared, the Board shall fill the vacancy by appointment in accordance with the Board's Policy on Governance of Alternative and Small Schools.

Sec. 6-31. Exercise of Certain of Powers of Local School Councils Lacking a Majority of Their Full Membership by the Chief Executive Officer.

Whenever the active membership of a local school council, for any reason, falls below a majority of its full membership and the local school council is, therefore, unable to satisfy the quorum requirement for taking official action set forth in section 34-2.2(c) of the Illinois School Code, the Chief Executive Officer or designee shall exercise the following powers of such council, set forth in section 34-2 of the Illinois School Code:

- (i) to approve the expenditure plan prepared by the principal with respect to all funds allocated and distributed to the attendance center;
- (ii) to transfer allocations within funds as allowed by section 34-2.3 of the Illinois School Code.

Sec. 6-32. Change of an Attendance Center's Local School Council Election Date. The Chief Executive Officer may recommend to the Board a change in the date of the next biennial local school council election for an attendance center from second semester report card pick-up day to first semester report card pick-up day. The Chief Executive Officer may recommend such a modification if changing the date would facilitate greater participation in the election, as either candidates or electors, by the parents and community residents who would be eligible to vote for and serve on a particular local school council on and after the new election date.

That determination may be based upon an imminent and significant change, increase or decrease in the populations of parents and/or community residents eligible to serve on, and who would be served by, a particular local school council. The circumstances which may be considered in determining the existence of such changes, increases or decreases may include, but shall not be limited to:

1. An imminent and significant change in the composition of the student population eligible to attend the attendance center;
2. An imminent and significant increase in the size of the student population eligible to attend the attendance center, such as occurs when existing schools are consolidated or a new school is opened, either in total or in stages;
3. An imminent and significant decrease in the size of the student population eligible to attend the attendance center;
4. An imminent and significant change in the attendance center's attendance boundaries or, where applicable, local school council voting boundaries, such as a significant expansion or contraction of the boundaries;
5. An imminent and significant expansion of the attendance center's attendance boundaries, or, where applicable, local school council voting boundaries, such as occurs when existing schools are consolidated;
6. An imminent and significant contraction of the attendance center's attendance boundaries, or, where applicable, local school council voting boundaries;
7. A change in the attendance center's grade structure or any other circumstance that would deny the parents or legal guardians of students eligible to attend the attendance center in the next Fall Term all opportunity to participate, as their candidates or electors, in any local school council election for the attendance center during the period of students' anticipated enrollment in the attendance center.

The Board may adopt the Chief Executive Officer's recommendation pursuant to its authority under Sections 5/34-2.1(n) and 5/34-18 of the Illinois School Code, respectively, to conduct fair and impartial local school council elections and to exercise general supervision and jurisdiction over the Chicago Public Schools. 105 ILCS 5/34-2.1(n); 5/34-18 (2000). If the Board adopts the Chief Executive Officer's recommendation, all subsequent local school council elections for the attendance center may be held on the same date every two years thereafter.

CHAPTER VII PROCUREMENT AND CONTRACT RULES

Sec. 7-1. Purchasing Limitations. No purchases, including purchases made using school internal accounts, shall be made except as provided in these Rules. No officer or employee not expressly authorized by these Rules shall make any purchase on behalf of the Board of Education or enter into any contract of purchase, verbal or written, for any apparatus, equipment, supplies, service, repairs, goods, wares or merchandise of any kind or description, or accept any of them on approval or otherwise. No officer or employee of the Board of Education shall during a fiscal year expend or contract to be expended any money, or incur any liability, or enter into any contract without an appropriation therefore, or in excess of: i) the amount appropriated in the budget; ii) the amount authorized in a Board Report, iii) the amount authorized by an Officer pursuant to the exercise of their delegated authority, or, iv) the compensation amount stated in the contract. Any contract, verbal or written, made in violation of this section is void as to the Board of Education.

Sec. 7-2. Procurement Policy; Requests for Information, Request for Proposals and/or Qualifications, and Bid Solicitations

a. Requests for information and public canvassing of solicitations of bids, requests for proposals and qualifications for contracts and purchases shall be authorized and managed by the Chief Purchasing Officer. All bid solicitations, which convert to binding contracts upon execution by the Board, shall be approved as to legal form by the General Counsel prior to the publication of such solicitation. All requests for qualification shall include language describing the basis and process for award of work to pre-qualified vendors. The Chief Purchasing Officer shall establish requirements regarding the publication of any and all requests for information, solicitations of bids, and requests for proposals and qualifications.

b. All purchases for Biddable Items and Non-biddable Items shall be awarded pursuant to a competitive process in accordance with the following procedures. Biddable Items are defined as those goods, services and transportation purchases and contracts required to be awarded through a competitively bid solicitation process pursuant to 105 ILCS 5/10-20.21. Non-biddable Items are defined as those purchases and contracts for which there is an exception under 105 ILCS 5/10-20.21.

1. Level One: All Non-biddable Items between \$25,001 and \$75,000 shall be awarded pursuant to a process whereby at least three price quotations (written or verbal) are submitted to and evaluated by the Chief Purchasing Officer and awarded to the most responsible and responsive proposer with competitive pricing or any other form of competitive solicitation that is issued in accordance with Federal, State or other agency purchasing guidelines, as deemed appropriate by the Chief Purchasing Officer;
2. Level Two: All Non-biddable Items between \$75,001 and \$250,000 shall be awarded pursuant to a process whereby at least three (3) written proposals with price quotes are submitted to and evaluated by the Chief Purchasing Officer and are awarded to the most responsible and responsive proposer with competitive pricing, or any other form of competitive solicitation that is issued in accordance with Federal, State or other agency purchasing guidelines, as deemed appropriate by the Chief Purchasing Officer and shall be approved by the Board; and
3. Level Three: All Biddable Items in excess of \$10,000 shall be awarded pursuant to a duly advertised bid solicitation issued by the Chief Purchasing Officer, in accordance with the precepts of formal sealed bids to the lowest, responsive, responsible bidder, considering conformity with specifications and terms of delivery, quality and serviceability and shall be approved by the Board. All Non-biddable Items \$250,001 and above shall be awarded pursuant to a duly advertised request for proposals/qualifications issued by the Chief Purchasing Officer or any other form of competitive solicitation that is issued in accordance with Federal, State or other agency purchasing guidelines, as deemed appropriate by the Chief Purchasing Officer and shall be approved by the Board.

Sec. 7-2.1 Expenditures For Items Which Are Not Required To Be Awarded Through a Competitive Bid Solicitation Process. Upon requisition duly signed or authorized by the Chief Executive Officer, the Chief Education Officer, the Chief Purchasing Officer, the Chief Financial Officer, Chief Administrative Officer, the General Counsel, or any other executive officer designated by Board Resolution, as appropriate for their respective areas of responsibilities, expenditures for supplies, materials, non-personal services, personal and consulting services or other work which are not required to be awarded through the competitive bid solicitation process pursuant to Board Rule 7-2, up to \$25,000 may be made by purchase order charging appropriated funds. Board approval shall be first obtained for all such commitments in excess of \$25,000.

Sec. 7-3. Procedure for Bid Solicitations. Except as may otherwise be provided by the Board, when solicitations for Biddable Items are taken, as many bids shall be secured as practicable, basing the solicitation upon a list of prospective bidders that are qualified to provide supplies, materials, work or services. At least one public notice is to be made at least ten days before the bid due date in a newspaper published in the district and shall simultaneously be posted on a readily accessible bulletin board in the Office of the Chief Purchasing Officer. Each bidder receiving a copy of the solicitation must receive at least three days notice of the time and place of the opening of all such bids. All bids must be sealed by the bidder and must be opened by the Chief Purchasing Officer or his/her designee at a public bid opening at which the contents of the bids must be announced.

If the stated bid opening day falls upon a holiday as established by the Rules of the Board, the time for receipt and opening of bids shall automatically be continued to the next following business day at the same hour.

Sec. 7-4. Schedule of Bid Solicitations. Whenever the bids are scheduled, a copy of said schedule shall be posted in the Office of the Chief Purchasing Officer not later than four days following the day on which bids are opened. A schedule of bids, certified by the Chief Purchasing Officer, shall also be forwarded to the Secretary of the Board of Education who shall file the same in a safe place and properly preserve them as part of the official records of the Board of Education.

Sec. 7-5. Emergency Expenditures.

a. An emergency shall be determined when, in the judgment of the Chief Purchasing Officer, (a) it is necessary make repairs and alterations, and purchase equipment, services, or supplies (collectively "Emergency Purchases"); (b) the Emergency Purchases are necessary as a result of circumstances which call for immediate action (the "Conditions Precedent"); and (c) the Conditions Precedent are a result of fire, accident, threat to the health, safety, security of individuals or other conditions and such action is necessary to prevent material loss or damage to property, or bodily injury or loss of life of the occupants of the Board's buildings and third parties who may be present in its buildings or on its premises or to prevent interference with school sessions or to protect the health, safety, security or well being of students, staff, or third parties ("Emergency Condition(s)").

b. In order to obtain approval of an Emergency Expenditure, the following steps must be taken: (a) obtain the verbal or written approval of the Chief Executive Officer, Chief Education Officer, Chief Administrative Officer, Chief Facilities Officer, or such other chief officer charged with authority over the Conditions Precedent; (b) obtain the verbal or written approval of the Chief Purchasing Officer; (c) after the work has been completed, the purchases have been made, or the services have been rendered to the satisfaction of the appropriate Department, complete a Request to Approve Emergency Expenditure on a form approved by the Chief Purchasing Officer (the "Emergency Request Form"); (d) obtain the verification of the appropriate chief officer on the Emergency Request Form; and (e) have the Emergency Request Form signed by the Chief Purchasing Officer.

c. If an Emergency Condition occurs after business hours, on a weekend, on a holiday, or at any other time that the appropriate chief officer and the Chief Purchasing Officer cannot be contacted, each Portfolio Manager or such other appropriate chief officer of the Board, or their designee, has the authority to take the necessary action at his/her own discretion.

d. The foregoing authority is limited to the minimum expenditure of funds necessary to stabilize an Emergency Condition and protect person and property from further harm. After the Emergency Request Form has been completed, the Chief Purchasing Officer shall prepare a Board Report and obtain approval of the Emergency Expenditure by a $\frac{3}{4}$ vote of the Board.

Sec. 7-6. Deposits, Bid Bonds, Performance and Payment Bonds.

a. When a bid deposit shall be required, whether by law or at the discretion of the Chief Purchasing Officer, it shall be so stated in the solicitation of bids, and the deposit shall be in a reasonable amount but not in excess of 5% of the total bid amount proposed. The bid deposit, when required, may be in the form of a money order, certified check drawn upon a banking institution in good standing and made payable to the order of the Board, a specific bond, or a letter of credit. In lieu of submitting the bid deposit as herein above provided, a bidder may file with the Board an annual bid bond, the amount of which shall be determined by the Chief Purchasing Officer; provided, however, an annual bid bond shall not be accepted on bids for construction work, alterations, repairs to buildings and grounds, and student transportation matters. Such annual bid bond shall in no case be less than \$10,000, and shall cover all bids submitted by such bidder during the period of the bond. All bid bonds shall be signed by a responsible surety company licensed to do business in the State of Illinois.

b. All bid deposits accompanying a bid solicitation, except that of the successful bidder, shall be refunded or returned after the successful bidder has been determined and a contract has been awarded by the Board. The bid deposit of the successful bidder shall be returned after the full execution of the contract and the tendering of any payment and/or performance bond required under the contract. In case of a failure or refusal on the part of the selected bidder to execute a contract and tender a payment and/or performance bond, if required, within a reasonable period of time as determined by the Chief Purchasing Officer, the deposit of the selected bidder so failing or refusing may be forfeited and retained by the Board as liquidated damages and not as a penalty or, when a bid bond has been furnished in lieu of a deposit, the Board may take action on the bond.

c. A payment and performance bond shall be required for all building construction and building and grounds repair work, and student transportation matters. A payment and performance bond may also be required on any other purchases or contracts when specified by the Chief Purchasing Officer. When a payment and performance bond is required, it shall be stated in the solicitation of bids and requests for proposals and/or qualifications and the bonds required shall be in an amount sufficient to insure the fulfillment of the contract of the successful bidder/proposer. Such bonds shall be signed by a responsible surety company licensed to do business in the State of Illinois.

Sec. 7-7. Rejection of Bids/Proposals. The Board or the Chief Purchasing Officer shall have the right to reject any or all bids or proposals.

Sec. 7-8. Expenditures - Pre-Qualified Vendors. The Chief Purchasing Officer shall submit a report to the Board each quarter of all expenditures made to pre-qualified vendors. The report shall include a list of: i) all expenditures made to each individual pre-qualified vendor, ii) the total expenditures made to all pre-qualified vendors in the applicable pool, and, iii) the balance remaining of the aggregate amount authorized for each applicable pre-qualified pool of vendors.

Sec. 7-9. Strategic Sourcing. The Chief Purchasing Officer or his/her designee shall prepare and circulate to local schools a list of pre-qualified vendors ('strategic sourcing vendors') offering volume discounts of commodities such as instructional materials, equipment, supplies, and various services. Schools shall be required to use strategic sourcing vendors for all purchases over \$10,000 in accordance with the Board's Strategic Sourcing Policy. Schools requesting to use a vendor other than a strategic sourcing vendor for purchases over \$10,000 must obtain prior written approval from the Chief Purchasing Officer and comply with applicable competitive basis procedures. All such purchases of commodities and services that are subject to the Board's Strategic Sourcing Policy shall be made only pursuant to a purchase order approved by the Chief Purchasing Officer.

Sec. 7-10. Sole Sourcing.

a. **Sole Sourcing of Non-Biddable Items.** Sole source procurements and contracts are defined as those that have not been competitively procured. Sole source procurements are discouraged and any office, department, program, unit, or school requesting sole sourcing should carefully consider all available resources before requesting a sole source award. Sole source procurements are improper if only for administrative convenience. All sole source procurements must first be approved by the Chief Purchasing Officer and then approved by the Board. In determining whether to approve a sole source procurement, the following criteria shall be considered:

1. The specific problem, requirement, or need that the procurement or contract is intended to address that makes sole sourcing necessary. This should include an explanation as to how the services or goods and merchandise are critical or essential to the Board's responsibilities or operations.
2. The availability of resources to perform the services or provide the goods and merchandise efficiently and cost effectively.
3. The unique qualifications, abilities or expertise of the contractor or supplier to meet the Board's needs and/or the unique nature of the services and/or goods and merchandise.
4. Whether the particular contractor or supplier was named in a grant or whose use is mandated by a gift or donor.
5. Any other special circumstances that may be relevant such as copyright restrictions, or where the proposed contractor or supplier is the only source available in the geographical area.
6. The basis for the determination that the costs, fees, or rates negotiated are fair and reasonable given the absence of a competitive basis award. The explanation may make a comparison with comparable contracts, use the results of a market survey, or employ some other appropriate means to make such a determination.

b. Sole sourcing of Biddable Items is permitted only pursuant to an exception in 105 ILCS 5/10-20-21 of the Illinois School Code.

Sec. 7-11. Contract Ineligibility. No person or business entity shall be awarded a contract if that person or business entity (i) has been convicted of bribery or attempting to bribe a public officer or employee of the Board of Education of the City of Chicago, the State of Illinois, or any other public entity, in that officer or employee's official capacity; (ii) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (iii) has made an admission of guilt of such conduct described above which is a matter of record but has not been prosecuted for such conduct. Ineligibility under this section shall continue for three years following such conviction or admission.

For purposes of this Section 7-11, no person or business entity shall be eligible to be awarded a contract if such person has engaged in: (a) Bid Stringing (as defined in 720 ILCS 5/33 E-2 (1-5), which also includes any knowing attempt to divide or plan procurements to avoid the use of competitive procedures; (b) Bid Rigging (as defined in 720 ILCS 5/33 E-3; or (c) Bid Rotating (as defined in 720 ILCS 5/33 E-4). For purposes of this section, where an official, agent or employee of a business entity has committed such conduct described above on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. Bid Stringing, Bid Rigging and Bid Rotating are prohibited.

Sec. 7-12. Prohibition Against Stringing. "Stringing" is dividing or planning any procurement program, activity, transaction, invoice, purchase order or agreement involving the Board or any of its operational elements (including offices, departments, bureaus, programs, units and schools) to avoid either: (a) any of the competitive procurement processes set forth in Board Rule 7-2; or (b) any of the limitations on delegated authority set forth in Board Rule 7-15 or 105 ILCS 5/34-8.1. Stringing is prohibited.

Sec. 7-13. Written Contracts Required. Except as otherwise provided in these Rules, all expenditures for Biddable Items exceeding \$10,000 which must be awarded through the competitive bid solicitation process pursuant to Board Rule 7-2, and expenditures for Non-biddable Items exceeding \$25,000 which are not required to be awarded through the competitive solicitation process pursuant to Board Rule 7-2, either individually or collectively for consecutive purchases from the same vendor/service provider of the same item or service by the same user department/school, and all other transactional matters requiring contracts, leases, licenses or intergovernmental agreements shall be evidenced by a written document approved as to legal form by the General Counsel and signed by the Board, or other officers as specified in Section 7-14 or 7-15 of these Rules, as applicable, and the other party.

No goods or materials, apparatus, equipment, supplies, wares or merchandise may be received, nor may services, repairs, or work commence nor leaseholds be created, nor may payments be made regarding any of the foregoing prior to execution of a written document for same in accordance with Board Rule 7-14 or 7-15, as applicable

Sec. 7-14. President and Secretary to Execute Contracts and Leases. Except as otherwise provided in these Rules, the President and Secretary of the Board of Education shall sign and execute all contracts duly authorized by order, resolution, or direction of the Board of Education and shall sign and execute leases of school property or property required for school purposes duly authorized by order, resolution, or direction of the Board of Education, and which have been approved as to legal form by the General Counsel. The President, with the approval of the Board, may designate one or more persons who shall have proxy authority to affix the signature of the President to such contracts or leases. In the absence of the Secretary, the Assistant Secretary shall sign such contracts or leases. The Board may, at its discretion, authorize and designate a signatory for leases and contracts under certain specified dollar amounts and for ancillary documents that serve to administer or effectuate a contract or lease. In the event the President abstains from a contract or lease matter, the Board-approved contract or lease may be executed by the Vice President. In the case of abstention by the President and the absence, disability or abstention of the Vice President, the Board-approved contract or lease may be executed by any member of the Board. When so signed, executed, and approved, such contracts and leases shall be deemed to be duly executed by the Board of Education.

Sec. 7-15. Delegation of Authority to Act. The Board hereby delegates the following specific authority to the following Officers or their respective designees with respect to making and executing certain agreements, which authority may be exercised without prior Board action or approval. This authority includes the authority to approve payments and ratify agreements within the scope of the authority delegated in this section.

All authority exercised by the Officers pursuant to this Rule shall be reported to the Board on a monthly basis.

- a. The Chief Executive Officer has the authority to authorize and execute any and all intergovernmental agreements and other miscellaneous types of agreements that have no financial impact on the Board, subject to approval as to legal form by the General Counsel.
- b. The Chief Operating Officer has the authority to authorize and execute the following:
 1. Any and all real property leases/licenses where the Board is the landlord/licensor, with a term less than ten (10) years, regardless of the dollar amount, subject to approval as to legal form by the General Counsel (except for leases/licenses at 125 S. Clark Street, Chicago, Illinois and for leases/licenses with Charter Schools, which require prior Board approval), provided however that the Chief Operating Officer may authorize and execute such leases/licenses with no further approval from the General Counsel when using the form agreement established by the Law Department with no modifications thereto other than to include business terms. Further, the Chief Operating Officer has the authority to authorize and execute all real property leases/licenses where the Board is the tenant/licensee, the term is less than ten (10) years, and the dollar amount for the term of the lease/license is \$75,000 or under, subject to approval as to legal form by the General Counsel.
 2. All Change Orders related to construction. "Change Order" means a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time to completion. The Chief Operating Officer shall establish construction change order procedures for the submission and approval of Change Orders. The Chief Operating Officer shall report all Change Orders to the Board on a monthly basis. The monthly report shall include a brief description of the change, the original contract amount, the net change by previous Change Orders in dollar amount and by percentage, the total contract amount prior to the current Change Order being submitted, the net increase/decrease in contract amount with the current Change Order in dollar amount and by percentage, and the revised contract amount. All Change Orders must be in compliance with the Public Works Contract Change Order Act (50 ILCS 525).
 3. Agreements or documents for the sale, disposition, transfer, donation or auctioning of Board assets, subject to approval as to legal form by the General Counsel, and provided that the compensation to be paid to a third party for these services shall be payable or deductible from the proceeds. The Chief Operating Officer shall also have the authority to approve the transfer of school assets to other schools (including charter schools). Board assets mean those goods which are tangible, non-real estate properties. The sale, disposition, transfer, donation and auctioning of Board assets with an original purchase price or fair market value of \$5,000 or more that were purchased with funds from the State Board of Education shall be subject to the approval of Corporate Accounting. The Chief Operating Officer shall report to the Board on an annual basis all assets sold, transferred, donated, or otherwise disposed under the delegation of authority herein.
- c. The Chief Education Officer has the authority to authorize and execute any and all educational and/or programmatic agreements, including payment of tuition, that have a financial impact on the Board up to \$75,000, subject to approval as to legal form by the General Counsel.

- d. The Chief Financial Officer has the authority to: i) accept any and all grants, donations and gifts of any dollar amount; and ii) refund any unspent dollars from grants, donations or gifts. The Chief Financial Officer has the authority to execute any and all grant, donation or gift acceptance agreements and amendments related thereto required by any such grantor, donor or giftor, including agreements to indemnify the grantor, donor or giftor, provided however that any grant, donation or gift acceptance agreements and amendments related thereto with a value of \$250,000 or more shall be subject to approval as to legal form by the General Counsel. The Chief Financial Officer together with the head of the department receiving the grant have the authority to provide such additional information, assurances and certifications as are necessary in connection with such grant. For all grants, gifts and donations and refunds of same, the Chief Financial Officer shall report to the Board on a monthly basis all grants, gifts and donations received or made in excess of \$50,000, and all refunds of unspent grants, gifts or donations in excess of \$5,000.
- e. The Chief Purchasing Officer has the authority to approve payments up to \$75,000 and to authorize and execute any and all of the following purchasing documents, subject to approval as to legal form by the General Counsel, when such purchases are made in accordance with the Board Rules set forth in Chapter VII, provided however that the Chief Purchasing Officer may authorize and execute such purchasing documents with no further approval from the General Counsel when using the form agreement established by the Law Department with no modifications thereto other than to include business terms:
 - 1. Agreements for Non-biddable Items (as defined in Section 7-13) that do not exceed \$75,000.
 - 2. Options to renew and/or mutually-agreed-to extensions of agreements for Non-biddable Items that do not exceed \$75,000; and
 - 3. Amendments to Contracts for Non-biddable Items initially costing \$75,000 and under, which amendments have no financial implications or do not increase the total obligation to more than \$75,000.
- f. The General Counsel has the authority to authorize and execute any and all agreements and documents regarding the following:
 - 1. access and right of entry to property which may include indemnification;
 - 2. indemnification related to agreements for the purchase, sale, use, occupancy, license or lease of real estate;
 - 3. zoning, taxes and other governmental petitions and requests,
 - 4. indemnification related to shrink-wrap and click-wrap agreements,
 - 5. agreements with a nominal value of less than \$5,000 granting non-exclusive rights to use Board intellectual property and other agreements related to the grant of intellectual rights and permissions, including any indemnification of third parties associated with said agreements, and,
 - 6. other legal matters having no direct financial impact on the Board
- g. The Chief Performance Officer has the authority to execute data sharing agreements with no financial obligation on the part of the Board subject to approval as to legal form by the General Counsel
- h. The Communications Officer has the authority to execute access agreements to film in Board facilities and CPS schools subject to approval as to legal form by the General Counsel
- i. The Chief Information Officer has the authority to execute agreements with no financial implications regarding non-disclosure, confidentiality and network access with no further approval from the General Counsel when using the form agreement established by the Law Department with no modifications thereto other than to include contact information and business terms

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0825-RS1 through 10-0825-RS6, 10-0825-PO1, 10-0825-PO2, and 10-0825-RU1 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0825-RS1 through 10-0825-RS6, 10-0825-PO1, 10-0825-PO2, and 10-0825-RU1 adopted.

[Note: A roll call vote was taken on Board Report 10-0825-RS2 after the vote on Board Reports 10-0825-PR1 through 10-0825-PR21]

10-0825-CO1

**COMMUNICATION RE: LOCATION OF
BOARD MEETING OF SEPTEMBER 22, 2010**

**Mary B. Richardson-Lowry, President, and
Members of the Board of Education**

**Norman R. Bobins
Dr. Tariq H. Butt
Alberto A. Carrero, Jr.
Peggy A. Davis
Clare M. Muñana
Roxanne Ward**

This is to advise that the regular meeting of the Board of Education scheduled for Wednesday, September 22, 2010 will be held at:

The Central Administration Building
125 South Clark Street
Chicago, Illinois 60603
Board Chamber - 5th Floor

Registration for Public Participation will be held between the hours of 8:00 a.m. and 9:00 a.m. on the 1st Floor of the Clark Street Lobby. The Public Participation segment of the meeting will begin at approximately 10:30 a.m. and end at 12:30 p.m. and will be followed immediately by the Business portion of the meeting.

10-0825-EX1*

**TRANSFER OF FUNDS
Various Units and Objects**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

The various transfers of funds were requested by the Central Office Departments during the month of July. All transfers are budget neutral. A brief explanation of each transfer is provided below:

1. Transfer for Office of Language and Culture

Rationale:	Supplies for World Language Unit.		
Transfer From:	Unit	Office of Language and Culture	11510
	Fund	General Education Fund	115
	Account	Services - Printing	54520
	Program	World Language Instr Supp	221002
	Grant	Default Value	000000
Transfer to:	Unit	Office of Language and Culture	11510
	Fund	General Education Fund	115
	Account	Commodities - Supplies	53405
	Program	World Language Instr Supp	221002
	Grant	Default Value	000000
Amount:	\$1,000.00		

2. Transfer from CW - Office of Extended Learning Opportunities to Roswell B Mason Elementary School

Rationale:	Allocation for Keep Kids Learning - Per E. Maxwell.		
Transfer From:	Unit	CW - Office of Extended Learning Opportunities	11390
	Fund	General Education Fund	115
	Account	Miscellaneous Charges	57940
	Program	Ecia-Fine Arts	125007
	Grant	Default Value	000000
Transfer to:	Unit	Roswell B Mason Elementary School	24381
	Fund	General Education Fund	115
	Account	Services - Professional & Technical	54125
	Program	Ecia-Fine Arts	125007
	Grant	Default Value	000000
Amount:	\$1,000.00		

3. Transfer from CW - Office of Extended Learning Opportunities to Roswell B Mason Elementary School

Rationale: Allocation for Keep Kids Learning - Per E. Maxwell.

Transfer From:	Unit	CW - Office of Extended Learning Opportunities	11390
	Fund	General Education Fund	115
	Account	Miscellaneous Charges	57940
	Program	Ecia-Fine Arts	125007
	Grant	Default Value	000000
Transfer to:	Unit	Roswell B Mason Elementary School	24381
	Fund	General Education Fund	115
	Account	Pupil Transportation	54210
	Program	Ecia-Fine Arts	125007
	Grant	Default Value	000000
Amount:		\$1,000.00	

4. Transfer from CW - Office of Extended Learning Opportunities to Edward C Delano School

Rationale: Allocation for Keep Kids Learning - Per E. Maxwell.

Transfer From:	Unit	CW - Office of Extended Learning Opportunities	11390
	Fund	General Education Fund	115
	Account	Miscellaneous Charges	57940
	Program	Ecia-Fine Arts	125007
	Grant	Default Value	000000
Transfer to:	Unit	Edward C Delano School	22911
	Fund	General Education Fund	115
	Account	Pupil Transportation	54210
	Program	Ecia-Fine Arts	125007
	Grant	Default Value	000000
Amount:		\$1,000.00	

5. Transfer from CW - Office of Extended Learning Opportunities to Betsy Ross School

Rationale: Allocation for Keep Kids Learning - Per E. Maxwell.

Transfer From:	Unit	CW - Office of Extended Learning Opportunities	11390
	Fund	General Education Fund	115
	Account	Miscellaneous Charges	57940
	Program	Ecia-Fine Arts	125007
	Grant	Default Value	000000
Transfer to:	Unit	Betsy Ross School	25161
	Fund	General Education Fund	115
	Account	Pupil Transportation	54210
	Program	Ecia-Fine Arts	125007
	Grant	Default Value	000000
Amount:		\$1,000.00	

501. Transfer from CW Office of Human Resources - Operations to Citywide Education General

Rationale: Expansion not approved, funds pulled back (OMB#91165)

Transfer From:	Unit	CW Office of Human Resources - Operations	11070
	Fund	Title II - Teacher Quality	353
	Account	Services - Professional & Technical	54125
	Program	Instruc Training And Support	221311
	Grant	Title Iia - Teacher Quality	494033
Transfer to:	Unit	Citywide Education General	12670
	Fund	Title II - Teacher Quality	353
	Account	Miscellaneous Charges	57940
	Program	Staff Development	221307
	Grant	Title Iia - Teacher Quality	494033
Amount:		\$1,089,139.00	

502. Transfer from Office of Science - Citywide to Citywide Education General

Rationale:	T&L additional FY11 reductions.		
Transfer From:	Unit	Office of Science - Citywide	13732
	Fund	NCLB Title I Regular Fund	332
	Account	Commodities - Textbooks	53305
	Program	Instructional Design Systems (Ids)	221034
	Grant	Supplementary	430112
Transfer to:	Unit	Citywide Education General	12670
	Fund	NCLB Title I Regular Fund	332
	Account	Miscellaneous Charges	57940
	Program	Chapter 1-Conting For Expan	600004
	Grant	Contingency For Project Expan	410023
Amount:	\$1,132,163.00		

503. Transfer from Citywide Education General to Citywide School Transportation

Rationale:	To provide funds to pay fy10 choice/SES invoices iwth fy10 NCLB funds.		
Transfer From:	Unit	Citywide Education General	12670
	Fund	NCLB Title I Regular Fund	332
	Account	Services - Professional & Technical	54125
	Program	General Transportation Svcs	255052
	Grant	Nclb - Choice Schools / Ses	430114
Transfer to:	Unit	Citywide School Transportation	11940
	Fund	NCLB Title I Regular Fund	332
	Account	Pupil Transportation	54210
	Program	General Transportation Svcs	255052
	Grant	Nclb - Choice Schools	430091
Amount:	\$3,000,000.00		

504. Transfer from Citywide Education General to ECIA Projects

Rationale:	Restore World Language positions per C. Herzog. Per Matthew Bubness -lig 91722		
Transfer From:	Unit	Citywide Education General	12670
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Commodities: Software	53306
	Program	Contingency For Project Expan	600002
	Grant	Nclb After School Program Arra	430104
Transfer to:	Unit	ECIA Projects	12693
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Teacher Salaries - Regular	51100
	Program	Sch Instr Supp Svcs	221001
	Grant	Supplementary Arra	430100
Amount:	\$3,564,600.00		

505. Transfer from CW - Office of Extended Learning Opportunities to Citywide Education General

Rationale:	Reduction of Community Schools.		
Transfer From:	Unit	CW - Office of Extended Learning Opportunities	11390
	Fund	NCLB Title I Regular Fund	332
	Account	Services - Professional & Technical	54125
	Program	Community School Initiative	390011
	Grant	Supplementary	430112
Transfer to:	Unit	Citywide Education General	12670
	Fund	NCLB Title I Regular Fund	332
	Account	Miscellaneous Charges	57940
	Program	Chapter 1-Conting For Expan	600004
	Grant	Contingency For Project Expan	410023
Amount:	\$4,000,000.00		

***[Note: The complete document will be on File in the Office of the Board]**

10-0825-EX2

**APPROVE SABBATICAL LEAVE AGREEMENT FOR
APPOINTED TEACHER, SARAH BEY, CHARLES P STEINMETZ ACADEMIC CENTER**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve sabbatical leave of absence for Sarah Bey, appointed teacher, for the period of September 1, 2010 to June 30, 2011 and entry into a Sabbatical Leave agreement with Sarah Bey in accordance with the Board of Education's Sabbatical Leave Policy (Board Report # 05-0824-PO7) and as more fully set forth below

DESCRIPTION:

Sarah Bey meets all of the eligibility requirements for a sabbatical leave and her sabbatical leave shall be subject to the following terms, which are consistent with the Board of Education's Sabbatical Leave Policy

Eligibility. Sarah Bey is eligible for a Sabbatical Leave because she 1) is an appointed teacher 2) has completed six (6) or more years of continuous satisfactory service as a teacher 3) she has not been granted a sabbatical leave under this Policy or its predecessor in the previous six (6) years and 4) her position is budgeted for period of the sabbatical leave and she is not otherwise subject to layoff or reassignment under the Reassigned Teachers Policy or other applicable Board policies.

Sabbatical Leave Plan Approval. The Chief Education Officer and the School Principal have approved Sarah Bey's Sabbatical Leave plan to complete her Master's Degree program in Educational Leadership at Argosy University-San Francisco Bay Campus. No change in the plan shall be made except in accordance with the Sabbatical Leave Policy

Agreement for continued service at the conclusion of leave. As a condition of the leave, Sarah Bey shall agree in writing that if she fails to return to service at the expiration of the sabbatical leave for a period of at least two (2) years after the expiration of the leave, she shall refund all sums of money paid to her by the Board of Education during her sabbatical leave.

Pay During Sabbatical Leave. Sarah Bey shall be paid her basic salary, less a deduction of the cost to the Board for providing substitute service during the sabbatical leave. If Sarah Bey engages in any activity for which she will receive salary or compensation from another employer during the sabbatical leave, the equivalent of that salary or compensation shall also be deducted from her basic salary. If any salary earned during the sabbatical leave activity is greater than or equal to Sarah Bey's salary minus substitute pay, Sarah Bey shall receive no pay during the leave. Sarah Bey is obligated to report to the Department of Human Resources any compensation she receives from another employer during the period of the sabbatical leave.

Proof of Compliance with the Terms of the Sabbatical Leave. Sarah Bey shall submit proof of compliance with the Sabbatical Leave plan in accordance with the requirements of the Sabbatical Leave Policy.

Form of Agreement. Upon approval of this Board Report by the Board of Education, Sarah Bey's application for Sabbatical Leave dated June 23, 2010 and approved by the Chief Education Officer, the Sabbatical Leave Policy and this Board Report shall constitute the agreement between the Board of Education and Sarah Bey. The Board enters into that agreement based upon the foregoing representations. If any of those representations are inaccurate, the Board may declare a breach of the agreement and seek repayment of any sums paid under the agreement or pursue another remedies provided in the Sabbatical Leave Policy. Upon approval of this Board Report, the Department of Human Resources shall transmit a copy of the approved Board Report and the Sabbatical Leave Policy to Sarah Bey

Revocation of the Sabbatical Leave. The sabbatical leave may be revoked in accordance with the Sabbatical Leave Policy.

LSC REVIEW:

Sarah Bey is not an assistant principal or a contract principal; therefore LSC review or approval is not required

AFFIRMATIVE ACTION STATUS:

Not applicable

FINANCIAL:

Sarah Bey shall be paid her basic salary, less a deduction of the cost to the Board for providing substitute service during the sabbatical. If Sarah Bey engages in any activity for which she will receive salary or compensation from another employer during the sabbatical leave, the equivalent of that salary or compensation shall also be deducted from her basic salary. If any salary earned during the sabbatical leave activity is greater than or equal to Sarah Bey's salary minus substitute pay, Sarah Bey shall receive no pay during the leave. Sarah Bey is obligated to report to the Office of Human Capital any compensation she receives from another employer during the period of the sabbatical leave.

BUDGET CLASSIFICATION:

46291.115.51100.113014.000000

The agreement authorized by the Board Report is not legally binding on the Board if entered into in violation of the provisions of 105 1LCS5/34-21.3 which restricts the employment of, or the letting of contracts to former Board Members during the one year period following expiration or other termination of their terms of office

This agreement authorized by this Board Report is subject to 105 1LCS 5/34-13.1, which authorizes the Inspector General of the Board of Education of the City of Chicago to conduct certain investigations and provides that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

10-0825-EX3

**APPROVE SABBATICAL LEAVE AGREEMENT FOR
APPOINTED TEACHER, NONI COLEMAN, CITY WIDE SPECIAL ED RESOURCES**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve sabbatical leave of absence for Noni Coleman, appointed teacher, for the period of September 1, 2010 to June 30, 2011 and entry into a Sabbatical Leave agreement with Noni Coleman in accordance with the Board of Education's Sabbatical Leave Policy (Board Report # 05-0824-PO7) and as more fully set forth below

DESCRIPTION:

Noni Coleman meets all of the eligibility requirements for a sabbatical leave and her sabbatical leave shall be subject to the following terms, which are consistent with the Board of Education's Sabbatical Leave Policy

Eligibility. Noni Coleman is eligible for a Sabbatical Leave because she 1) is an appointed teacher 2) has completed six (6) or more years of continuous satisfactory service as a teacher 3) she has not been granted a sabbatical leave under this Policy or its predecessor in the previous six (6) years and 4) her position is budgeted for period of the sabbatical leave and she is not otherwise subject to layoff or reassignment under the Reassigned Teachers Policy or other applicable Board policies

Sabbatical Leave Plan Approval. The Chief Education Officer and the School Principal have approved Noni Coleman's Sabbatical Leave plan to complete her Master's Degree program in School Psychology at The Chicago School of Professional Psychology. No change in the plan shall be made except in accordance with the Sabbatical Leave Policy.

Agreement for continued service at the conclusion of leave. As a condition of the leave, Noni Coleman shall agree in writing that if she fails to return to service at the expiration of the sabbatical leave for a period of at least two (2) years after the expiration of the leave, she shall refund all sums of money paid to her by the Board of Education during her sabbatical leave.

Pay During Sabbatical Leave. Noni Coleman shall be paid her basic salary, less a deduction of the cost to the Board for providing substitute service during the sabbatical leave. If Noni Coleman engages in any activity for which she will receive salary or compensation from another employer during the sabbatical leave, the equivalent of that salary or compensation shall also be deducted from her basic salary. If any salary earned during the sabbatical leave activity is greater than or equal to Noni Coleman's salary minus substitute pay, Noni Coleman shall receive no pay during the leave. Noni Coleman is obligated to report to the Department of Human Resources any compensation she receives from another employer during the period of the sabbatical leave

Proof of Compliance with the Terms of the Sabbatical Leave. Noni Coleman shall submit proof of compliance with the Sabbatical Leave plan in accordance with the requirements of the Sabbatical Leave Policy

Form of Agreement. Upon approval of this Board Report by the Board of Education, Noni Coleman's application for Sabbatical Leave dated June 10, 2010 and approved by the Chief Education Officer, the Sabbatical Leave Policy and this Board Report shall constitute the agreement between the Board of Education and Noni Coleman. The Board enters into that agreement based upon the foregoing representations. If any of those representations are inaccurate the Board may declare a breach of the agreement and seek repayment of any sums paid under the agreement or pursue other remedies provided in the Sabbatical Leave Policy. Upon approval of this Board Report, the Department of Human Resources shall transmit a copy of the approved Board Report and the Sabbatical Leave Policy to Noni Coleman.

Revocation of the Sabbatical Leave. The sabbatical leave may be revoked in accordance with the Sabbatical Leave Policy.

LSC REVIEW:

Noni Coleman is not an assistant principal or a contract principal; therefore LSC review or approval is not required

AFFIRMATIVE ACTION STATUS:

Not applicable

FINANCIAL:

Noni Coleman shall be paid her basic salary, less a deduction of the cost to the Board for providing substitute service during the sabbatical. If Noni Coleman engages in any activity for which she will receive salary or compensation from another employer during the sabbatical leave, the equivalent of that salary or compensation shall also be deducted from her basic salary. If any salary earned during the sabbatical leave activity is greater than or equal to Noni Coleman's salary minus substitute pay, Noni Coleman shall receive no pay during the leave. Noni Coleman is obligated to report to the Office of Human Capital any compensation she receives from another employer during the period of the sabbatical leave.

BUDGET CLASSIFICATION:

11675.115.51100.211301.000000

The agreement authorized by the Board Report is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to former Board Members during the one year period following expiration or other termination of their terms of office.

This agreement authorized by this Board Report is subject to 105 ILCS 5/34-13 1, which authorizes the Inspector General of the Board of Education of the City of Chicago to conduct certain investigations and provides that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

10-0825-EX4

**APPROVE SABBATICAL LEAVE AGREEMENT FOR
APPOINTED TEACHER, SOPHIA KIM, ROBERTO CLEMENTE COMMUNITY ACADEMY HIGH SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve sabbatical leave of absence for Sophia Kim, appointed teacher, for the period of September 7, 2010 to June 17, 2011 and entry into a Sabbatical Leave agreement with Sophia Kim in accordance with the Board of Education's Sabbatical Leave Policy (Board Report # 05-0824-PO7) and as more fully set forth below

DESCRIPTION:

Sophia Kim meets all of the eligibility requirements for a sabbatical leave and her sabbatical leave shall be subject to the following terms, which are consistent with the Board of Education's Sabbatical Leave Policy

Eligibility. Sophia Kim is eligible for a Sabbatical Leave because she 1) is an appointed teacher 2) has completed six (6) or more years of continuous satisfactory service as a teacher 3) she has not been granted a sabbatical leave under this Policy or its predecessor in the previous six (6) years and 4) her position is budgeted for period of the sabbatical leave and she is not otherwise subject to layoff or reassignment under the Reassigned Teachers Policy or other applicable Board policies.

Sabbatical Leave Plan Approval. The Chief Education Officer and the School Principal have approved Sophia Kim's Sabbatical Leave plan to complete her Master's Degree program in Instructional Leadership at the University of Illinois at Chicago. No change in the plan shall be made except in accordance with the Sabbatical Leave Policy

Agreement for continued service at the conclusion of leave. As a condition of the leave, Sophia Kim shall agree in writing that if she fails to return to service at the expiration of the sabbatical leave for a period of at least two (2) years after the expiration of the leave, she shall refund all sums of money paid to her by the Board of Education during her sabbatical leave.

Pay During Sabbatical Leave. Sophia Kim shall be paid her basic salary, less a deduction of the cost to the Board for providing substitute service during the sabbatical leave. If Sophia Kim engages in any activity for which she will receive salary or compensation from another employer during the sabbatical leave, the equivalent of that salary or compensation shall also be deducted from her basic salary. If any salary earned during the sabbatical leave activity is greater than or equal to Sophia Kim's salary minus substitute pay, Sophia Kim shall receive no pay during the leave. Sophia Kim is obligated to report to the Department of Human Resources any compensation she receives from another employer during the period of the sabbatical leave.

Proof of Compliance with the Terms of the Sabbatical Leave. Sophia Kim shall submit proof of compliance with the Sabbatical Leave plan in accordance with the requirements of the Sabbatical Leave Policy

Form of Agreement. Upon approval of this Board Report by the Board of Education, Sophia Kim's application for Sabbatical Leave dated June 9, 2010 and approved by the Chief Education Officer, the Sabbatical Leave Policy and this Board Report shall constitute the agreement between the Board of Education and Sophia Kim. The Board enters into that agreement based upon the foregoing representations. If any of those representations are inaccurate, the Board may declare a breach of the agreement and seek repayment of any sums paid under the agreement or pursue other remedies provided in the Sabbatical Leave Policy. Upon approval of this Board Report, the Department of Human Resources shall transmit a copy of the approved Board Report and the Sabbatical Leave Policy to Sophia Kim.

Revocation of the Sabbatical Leave. The sabbatical leave may be revoked in accordance with the Sabbatical Leave Policy.

LSC REVIEW:

Sophia Kim is not an assistant principal or a contract principal; therefore LSC review or approval is not required

AFFIRMATIVE ACTION STATUS:

Not applicable

FINANCIAL:

Sophia Kim shall be paid her basic salary, less a deduction of the cost to the Board for providing substitute service during the sabbatical. If Sophia Kim engages in any activity for which she will receive salary or compensation from another employer during the sabbatical leave, the equivalent of that salary or compensation shall also be deducted from her basic salary. If any salary earned during the sabbatical leave activity is greater than or equal to Sophia Kim's salary minus substitute pay, Sophia Kim shall receive no pay during the leave. Sophia Kim is obligated to report to the Office of Human Capital any compensation she receives from another employer during the period of the sabbatical leave.

BUDGET CLASSIFICATION:

51091.115.51100.113111.000000

The agreement authorized by the Board Report is not legally binding on the Board if entered into in violation of the provisions of 105 1LCS5/34-21.3 which restricts the employment of, or the letting of contracts to former Board Members during the one year period following expiration or other termination of their terms of office.

This agreement authorized by this Board Report is subject to 105 1LCS 5/34-13.1, which authorizes the Inspector General of the Board of Education of the City of Chicago to conduct certain investigations and provides that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

10-0825-EX5

**APPROVE SABBATICAL LEAVE AGREEMENT FOR
APPOINTED TEACHER, TINA MOHAMMAD, JOHN A WALSH SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve sabbatical leave of absence for Tina Mohammad, appointed teacher, for the period of August 4, 2010 to June 17, 2011 and entry into a Sabbatical Leave agreement with Tina Mohammad in accordance with the Board of Education's Sabbatical Leave Policy (Board Report # 05-0824-PO7) and as more fully set forth below

DESCRIPTION:

Tina Mohammad meets all of the eligibility requirements for a sabbatical leave and her sabbatical leave shall be subject to the following terms, which are consistent with the Board of Education's Sabbatical Leave Policy

Eligibility. Tina Mohammad is eligible for a Sabbatical Leave because she 1) is an appointed teacher 2) has completed six (6) or more years of continuous satisfactory service as a teacher 3) she has not been granted a sabbatical leave under this Policy or its predecessor in the previous six (6) years and 4) her position is budgeted for period of the sabbatical leave and she is not otherwise subject to layoff or reassignment under the Reassigned Teachers Policy or other applicable Board policies

Sabbatical Leave Plan Approval. The Chief Education Officer and the School Principal have approved Tina Mohammad's Sabbatical Leave plan to complete her Master's Degree program in Literacy, Language and Culture at the University of Illinois at Chicago. No change in the plan shall be made except in accordance with the Sabbatical Leave Policy.

Agreement for continued service at the conclusion of leave. As a condition of the leave, Tina Mohammad shall agree in writing that if she fails to return to service at the expiration of the sabbatical leave for a period of at least two (2) years after the expiration of the leave, she shall refund all sums of money paid to her by the Board of Education during her sabbatical leave

Pay During Sabbatical Leave. Tina Mohammad shall be paid her basic salary, less a deduction of the cost to the Board for providing substitute service during the sabbatical leave. If Tina Mohammad engages in any activity for which she will receive salary or compensation from another employer during the sabbatical leave, the equivalent of that salary or compensation shall also be deducted from her basic salary. If any salary earned during the sabbatical leave activity is greater than or equal to Tina Mohammad's salary minus substitute pay, Tina Mohammad shall receive no pay during the leave. Tina Mohammad is obligated to report to the Department of Human Resources any compensation she receives from another employer during the period of the sabbatical leave.

Proof of Compliance with the Terms of the Sabbatical Leave. Tina Mohammad shall submit proof of compliance with the Sabbatical Leave plan in accordance with the requirements of the Sabbatical Leave Policy

Form of Agreement. Upon approval of this Board Report by the Board of Education, Tina Mohammad's application for Sabbatical Leave dated June 7, 2010 and approved by the Chief Education Officer, the Sabbatical Leave Policy and this Board Report shall constitute the agreement between the Board of Education and Tina Mohammad. The Board enters into that agreement based upon the foregoing representations. If any of those representations are inaccurate, the Board may declare a breach of the agreement and seek repayment of any sums paid under the agreement or pursue another remedies provided in the Sabbatical Leave Policy. Upon approval of this Board Report, the Department of Human Resources shall transmit a copy of the approved Board Report and the Sabbatical Leave Policy to Tina Mohammad.

Revocation of the Sabbatical Leave. The sabbatical leave may be revoked in accordance with the Sabbatical Leave Policy.

LSC REVIEW:

Tina Mohammad is not an assistant principal or a contract principal, therefore LSC review or approval is not required

AFFIRMATIVE ACTION STATUS:

Not applicable

FINANCIAL:

Tina Mohammad shall be paid her basic salary, less a deduction of the cost to the Board for providing substitute service during the sabbatical. If Tina Mohammad engages in any activity for which she will receive salary or compensation from another employer during the sabbatical leave, the equivalent of that salary or compensation shall also be deducted from her basic salary. If any salary earned during the sabbatical leave activity is greater than or equal to Tina Mohammad's salary minus substitute pay, Tina Mohammad shall receive no pay during the leave. Tina Mohammad is obligated to report to the Office of Human Capital any compensation she receives from another employer during the period of the sabbatical leave.

BUDGET CLASSIFICATION:

25731.225.51100.111051.000703

The agreement authorized by the Board Report is not legally binding on the Board if entered into in violation of the provisions of 105 1LCS5/34-21.3 which restricts the employment of, or the letting of contracts to former Board Members during the one year period following expiration or other termination of their terms of office

This agreement authorized by this Board Report is subject to 105 1LCS 5/34-13 1, which authorizes the Inspector General of the Board of Education of the City of Chicago to conduct certain investigations and provides that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

10-0825-EX6

AMEND BOARD REPORT 06-0927-EX6
AMEND BOARD REPORT 06-0322-EX4
AMEND BOARD REPORT 05-1116-EX13
APPROVE THE GRANTING OF A CHARTER AND ENTERING INTO A CHARTER SCHOOL AGREEMENT WITH CATALYST SCHOOLS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the granting of a charter and entering into a Charter School Agreement with Catalyst Schools for a five year period. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below.

This amendment is necessary to increase the initial enrollment numbers and the total enrollment capacity of Catalyst Charter School-Howland. The enrollment numbers for Fall 2006 will increase from 60 students to 120 students. Additionally, the total enrollment capacity of the school will increase from 270 students to 540 students. There will be no change in the initial enrollment grades or the total grades served at capacity.

This second amendment is necessary to a) reflect that the name of the charter school operator is Catalyst Schools and b) revise the name of the charter school to Catalyst Charter School – Howland. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of this amended Board Report

This August 2010 amendment is necessary to authorize Catalyst Schools to decrease the at capacity enrollment at the Catalyst Charter School – Howland by 20 students to a new total at capacity enrollment of 520 students. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. This amendment to the agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

CHARTER SCHOOL: Catalyst Charter School - Howland
1616 South Spaulding
Chicago, IL 60623
Phone: 312-787-2870
Contact Person: Cecilia Mowatt

OVERSIGHT: Office of New Schools
125 S. Clark, 5th Floor
Chicago, IL 60603
Phone: (773) 553-15360
Contact Person: ~~Beatriz Rendon, Executive Director~~
J. Terence Patterson, Interim Executive Officer

DESCRIPTION: The Charter Schools Law (105 ILCS 5/27A) provides that up to 30 charter schools may be operated in the City of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/34-27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each proposal and report its action to the State Board of Education. The State Board determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school.

CHARTER APPLICATION PROPOSAL: The Catalyst Schools proposal was submitted to the Chicago Board of Education on August 19, 2005. The mission of Catalyst Schools is to provide quality elementary educational choice to urban students who have not been adequately served by existing educational institutions through the use of a curriculum and instruction that focuses on reading and math. Catalyst Charter School – Howland will open in the fall of 2006 serving 120 students in grades 4 and 5. In successive years, the school will add additional grades and will serve up to 540 520 students in grades K – 8. The cost of 120 students in 2006-07 will be approximately \$609,000. These budget figures are based on the revised per pupil funding amounts released on August 31, 2005. The school will be located at 1616 S. Spaulding. A public hearing, as required by statute, was held on October 3, 2005. An additional public hearing was held on November 9, 2005.

In June 2010 Catalyst Schools submitted a material modification to decrease the at capacity enrollment at Catalyst Charter School – Howland by 20 students to a new at capacity enrollment of 520 students. A public hearing on the proposed change was held on Tuesday, August 10, 2010. The hearing was recorded and a summary report is available for review.

TERM: The term of the Catalyst Schools charter and agreement shall commence July 1, 2006 and end June 30, 2011.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and secretary to execute the Charter School Agreement. Authorize the Executive Director of the Office of New Schools to issue a letter notifying the Illinois State Board of Education of the actions approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate, and execute any amendments to the Agreement as required by the Illinois State Board of Education.

FINANCIAL: The financial implications will be addressed during the development of the 2006-2007 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY06 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

GENERAL CONDITIONS:

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-2.4b, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3.4b which restricts the employment of, or the letting of contracts to former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The Agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed to be a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0825-EX7

AMEND BOARD REPORT 09-1123-EX12
APPROVE THE GRANTING OF A CHARTER AND ENTERING INTO A CHARTER SCHOOL
AGREEMENT WITH CATALYST SCHOOLS,
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the granting of a charter and entering into a Charter School Agreement with Catalyst Schools, an Illinois not-for-profit corporation for a five-year period. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below

This August 2010 amendment is necessary to authorize Catalyst Schools to increase the at capacity enrollment at Catalyst Elementary Charter School – Circle Rock by 20 students to a new at capacity of 520 students. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The amendment to the agreement authorized herein will only take effect upon certification by the Illinois State Board of Education

SCHOOL OPERATOR: Catalyst Schools, an Illinois not-for-profit corporation
 5608 W. Washington
 Chicago, IL 60644
 Phone: 773- 854-1633
 Contact Person: Michael Fehrenbach, Director of Mission Effectiveness

CHARTER SCHOOL: Catalyst Elementary Charter School – Circle Rock
 5608 West Washington
 Chicago, IL 60644
 Phone: 773- 890-0233
 Contact Person: Michael Fehrenbach

OVERSIGHT: Office of New Schools
 125 S. Clark, 5th Floor
 Chicago, IL 60603
 773-553-1530
 Contact Person: Jaimo Guzman J. Terence Patterson, Acting Interim Executive Officer

DESCRIPTION: The Charter Schools Law (105 ILCS 5/27A-1 et seq., as amended) provides that up to 70 charter schools may be operated in the city of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each proposal and report its action to the Illinois State Board of Education. The State Board determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school. This school operated as an existing public school during the 2007-2008, 2008-2009 and 2009-2010 school years (Board Report 05-1116-EX17). This proposal to convert a public school to charter school status is consistent with Section 27A-8(b) of the Illinois Charter Schools Law.

CHARTER APPLICATION PROPOSAL: The Catalyst Elementary Charter School – Circle Rock (Catalyst – Circle Rock) proposal was submitted by Catalyst Schools and received by the Board on August 10, 2009. Catalyst – Circle Rock will provide a quality elementary educational choice to urban students who have not been adequately served by existing educational institutions through the use of a curriculum and instruction that focuses on reading and math. The special features will be a back-to-basics approach that focuses heavily on reading and mathematics, while other basic courses will also be taught. The mission of Catalyst – Circle Rock is to provide a quality elementary educational choice to the children of the urban poor, who have not been adequately served by existing educational institutions. The school will serve grades K-8 in the fall of 2010 with an at capacity enrollment of 500 students. The school will be located at 5608 West Washington. Public hearings on Renaissance 2010 charter school submissions submitted in 2009, as required by statute, were held on September 10, 2009 and November 9, 2009.

In June 2010 Catalyst Schools submitted a material modification to increase the at capacity enrollment at Catalyst Elementary Charter School – Circle Rock by 20 students to a new at capacity enrollment of 520 students. A public hearing on the proposed change was held on Tuesday, August 10, 2010. The hearing was recorded and a summary report is available for review.

TERM: The term of the Catalyst – Circle Rock charter and agreement shall commence July 1, 2010 and end June 30, 2015.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement. Authorize the Acting Executive Officer of the Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the General Counsel to further negotiate and execute any amendments to the Agreement as required by the Illinois State Board of Education

LSC REVIEW: Approval of Local School Council is not applicable to this report

AFFIRMATIVE ACTION: Not applicable

FINANCIAL: The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY10 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of 500 students in 2010-2011 will be approximately \$3,058,500.00. These budget figures are based on the revised per pupil funding amounts for FY10.

GENERAL CONDITIONS:

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office

Indebtedness - The Board's indebtedness Policy adopted June 26, 2006 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics — The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

10-0825-ED1

REPORT ON STUDENT EXPULSIONS FOR JULY 2010

DESIGNEE FOR THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

57 Students were expelled from the Chicago Public Schools in July 2010

DESCRIPTION:

Pursuant to the provisions of Sections 10-22.6 and 34-19 of the *School Code of Illinois*, Section 6-8 of the *Rules of the Board of Education of the City of Chicago*, and the *Student Code of Conduct* of the Chicago Public Schools, the designee for the Chief Executive Officer approved the expulsion of 57 Chicago Public Schools students, for gross disobedience, misconduct or other violations of the bylaws, rules and regulations of the Chicago Board of Education.

July Totals
(July 1 to July 31, 2010)

Expulsions	57
No Expulsions	52
SMART Referrals	149
	258

(2009-2010 Totals to Date)
 (August 1, 2009 to current)

Expulsions	531
No Expulsions	266
SMART Referrals	1,230
Decisions Pending	<u>20</u>
	2,047

LSC REVIEW:

LSC review is not applicable to this report

AFFIRMATIVE ACTION STATUS:

Not applicable.

FINANCIAL:

No cost to the Chicago Public Schools.

PERSONNEL IMPLICATIONS:

None.

10-0825-ED2

**APPROVE ENTERING INTO A MEMORANDUM OF UNDERSTANDING
 WITH CATALYST SCHOOLS (CATALYST ELEMENTARY SCHOOL – HOWLAND CAMPUS) TO
 PARTICIPATE IN THE REAL/CHICAGO TEACHER ADVANCEMENT PROGRAM**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve entering into a Memorandum of Understanding (MOU) with Chicago Charter School Foundation on behalf of Catalyst Elementary School – Howland Campus to participate in the Recognizing Excellence in Academic Leadership (REAL) program, now known as the Chicago Teacher Advancement Program (TAP) at a cost not to exceed \$150,000.00. In November 2006, the U.S. Department of Education awarded a five-year, \$27.5 Million grant to CPS under the Teacher Incentive Fund (TIF) grant based on the REAL/ Chicago Teacher Advancement Program grant proposal developed in collaboration with National Institute for Excellence in Teaching (NIET). The foundation for the REAL program is the NIET's Teacher Advancement Program (TAP), a whole school reform model, which is designed to increase student achievement by improving teacher quality and maximizing principal effectiveness. In June, 2010 the Chicago TAP Planning/Advisory Committee selected Catalyst School – Howland to participate as one of the schools in Cohort 4 to implement the program in 2010 – 2011. The written MOU is currently being negotiated. The authority granted herein shall automatically rescind in the event the MOU is not executed within 90 days of this Board Report. Information pertinent to this MOU is stated below.

CHARTER SCHOOL: Catalyst Schools Network (School Operator)
 1616 South Spaulding
 Chicago, IL 60623
 Contact: Gordon Hannon, President
 Phone: (312) 925-4277
 Vendor: 04370

Catalyst School – Howland Campus
 1616 South Spaulding
 Chicago, IL 60623
 Contact: Chaun Johnson
 Phone: 773-534-1753
 Vendor: 04370

OVERSIGHT: Department of Human Capital
 125 S. Clark Street, 2nd Floor
 Chicago, IL 60603
 Contact: Sheri Frost-Leo
 Phone: (773) 553-4252

BACKGROUND: In April/May, 2010, the recommendation was made not to implement TAP at two selected Cohort 4 schools, Henson and Pickard. This recommendation was accepted by CPS senior leadership. The Chicago Teachers Union, Joint Council and teachers of both schools were informed of the decision. An outreach effort was made for replacement schools. In June, 2010 Chicago TAP Planning/Advisory Committee selected Catalyst School – Howland to participate as one of the schools in Cohort 4 to implement the program in 2010-2011.

TERM: The term of the memorandum shall commence September 1, 2010 and shall end June 30, 2011.

OVERVIEW OF MEMORANDUM OF UNDERSTANDING: This agreement governs the implementation of the TIF grant, known as REAL/Chicago TAP, a pilot program for performance-based compensation. Catalyst Elementary School – Howland Campus is one of 38 schools implementing the program in 2010-2011. This MOU outlines the responsibilities of the REAL/Chicago TAP Program Office as well as the responsibilities of the charter school with respect to participation and implementation of the program. This includes the role of the Joint Council (composed of 6 CPS employees and 6 CTU officials), the recruitment and selection of staff associated with the REAL/Chicago TAP program, the collection of data to be utilized in determining performance awards, the collection of data to be used in program evaluation, and the calculation of performance awards. Catalyst Elementary School – Howland Campus will select Lead & Mentor Teachers to provide model teaching, peer coaching, mentoring, team teaching and classroom observations for the rest of the teachers at the school. Teachers at the Catalyst Elementary School – Howland Campus will be evaluated based on student achievement data and will receive performance awards using the methodology set forth in the TIF grant. The principal and support staff at the Catalyst Elementary School – Howland Campus will also receive performance-based incentives as a part of the TIF grant.

COMPENSATION: Compensation to the charter school shall be paid as specified in the memorandum of understanding; total compensation for this term shall not exceed \$150,000.00

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written Memorandum of Understanding. Authorize the President and Secretary to execute the Memorandum of Understanding. Authorize the Chief Officer of Human Capital to execute all ancillary documents required to administer or effectuate the written Memorandum of Understanding.

AFFIRMATIVE ACTION: Pursuant to Section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Plan) this agreement is exempt from M/WBE review as services provided classify as a unique transaction

LCS REVIEW: Local School Council approval is not applicable to this report.

FINANCE: Charge to the Department of Human Capital: \$150,000.00 FY: 2010-2011

Budget Classification: 66431-324-54105-221245-542126
Source of Funds: Teacher Incentive Fund (TIF) Grant

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in subsequent fiscal year budget(s)

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0825-EX1 through 10-0825-EX7, 10-0825-ED1 and 10-0825-ED2 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0825-EX1 through 10-0825-EX7, 10-0825-ED1 and 10-0825-ED2 adopted.

10-0825-PR1

APPROVE EXERCISING THE FINAL OPTION TO RENEW THE AGREEMENTS WITH VARIOUS VENDORS FOR THE PURCHASE OF JANITORIAL PRODUCTS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the final option to renew the agreements with various janitorial vendors for the purchase of janitorial products for all departments and schools at a cost for the option period not to exceed \$3,000,000.00. Written documents exercising this option are currently being negotiated. No payment shall be made to any Vendor during the option period prior to the execution of their written document. The authority granted herein shall automatically rescind as to each Vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 07-250000
Contract Administrator : Demetra Knowles / 773-553-3256

USER:

Office of Contracts and Procurement
125 South Clark Street 10th Floor
Chicago, IL 60603

Contact : Demetra Knowles
Phone: 773-553-3256

ORIGINAL AGREEMENT:

The original agreements (authorized by Board Report 08-1022-PR1) in the amount of \$10,000,000.00 are for a term commencing October 22, 2008 and ending September 30, 2010, with the Board having one option to renew for a two-year term. The Board approved the assignment and assumption of the agreement with United Supply Services to Standard Companies as authorized by Board Report 10-0728-PR8. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1 (Specification No 07-250000).

OPTION PERIOD:

The term of each agreement is being extended for a two year period commencing October 1, 2010 and ending September 28, 2012.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendors will continue to provide the janitorial products specified in their respective agreement.

DELIVERABLES:

Vendors will continue to provide various janitorial products in the following categories: A1 - Floor Care/Carpet; A2 - Cleaning; A3 - Mops/Brooms/Dust Mops/Buckets; A4 - Miscellaneous; and A5 - Optional. The categories awarded to each vendor are indicated on the original Board Report and in their respective agreement.

OUTCOMES:

These contracts will result in better products and better pricing for all schools.

COMPENSATION:

Vendors shall be paid in accordance with the unit prices contained in their respective agreement; not to exceed the sum of \$3,000,000.00 in aggregate for all Vendors.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate the option agreements.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract and Category Goals method for M/WBE participation will be utilized. The goals for this contract are 26% MBE and 5% WBE participation. Thus contracts for subsequent vendors from the pool created by this contract will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be monitored on a monthly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL

Charge to: Various Schools

Fiscal Year 2011-2013

Budget Classification: XXXXXX-230-53405-254002(254008)-000000-XXXX \$3,000,000 00

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

- | | |
|---|---|
| <p>1) Vendor # 11933
AZTEC SUPPLY CORP. M
5024 W. 67TH STREET
CHICAGO, IL 60638
Daniel J. Marquez
708-594-6080
708-574-6080</p> | <p>6) Vendor # 27853
EQUITY INDUSTRIAL, SUPPLY M
1183 NORTH ELLSWORTH AVE
VILLA PARK, IL 60181
Robert G. Butler
630-834-1003
630-834-3049</p> |
| <p>2) Vendor # 29609
B AND L DISTRIBUTORS, INC. M
PO BOX 295
ARGO, IL 60501
Donna Alm
773-285-2300
773-285-2321</p> | <p>7) Vendor # 13370
INLANDER BROTHERS INC
7701 S CLAREMONT AVE
CHICAGO, IL 60620
Larry James Bruno
773-778-1600
773-778-5504</p> |
| <p>3) Vendor # 29100
BIOTEK CORPORATION
2401 GARDNER RD.
BROADVIEW, IL 60155
Michael Gluck
708-343-4470
708-343-4476</p> | <p>8) Vendor # 10702
KMI SUPPLIES, INC
3020 MALMO DRIVE
ARLINGTON HEIGHTS, IL 60005
Bud Peth
847-228-8300
847-290-9471</p> |
| <p>4) Vendor # 27135
CHEMCRAFT INDUSTRIES
2345 W ROSCOE STREET
CHICAGO, IL 60618
Marty Munez
773-929-6800
773-929-3925</p> | <p>9) Vendor # 37382
KRANZ, INC.
2200 DEKOVEN AVE
RACINE, WI 53403
Joe Ciarrocchi
262-638-2259
262-638-2202</p> |
| <p>5) Vendor # 29369
DUMORE SUPPLIES, INC
P O BOX 16200
CHICAGO, IL 60616-0000
Howie Rosenstein
312-949-6260
312-949-6268</p> | <p>10) Vendor # 28922
LAPORT CHEMICAL & SUPPLY, INC
2443 W 16TH STREET
CHICAGO, IL 60608
Jeffrey Laport
312-421-8881
312-421-8887</p> |

- 11) Vendor # 24986
MILESTONE EQUIPMENT AND SUPPLIES
224 DAVID DRIVE
STREAMWOOD, IL 60107
Thomas E. Gonzalez
630-247-0801
630-929-1318
- 12) Vendor # 51784
ONYX DISTRIBUTION & SERVICES
P.O. BOX 16801
CHICAGO, IL 60616-0801
Freed Muldoon
312-421-6699
708-752-0113
- 13) Vendor # 21652
PCS INDUSTRIES
7650 WEST 185TH STREET
TINLEY PARK, IL 60477
Larry Cavanaugh
708-371-9140
708-371-2429
- 14) Vendor # 44643
STANDARD COMPANIES
2601 S. ARCHER
CHICAGO, IL 60608
George Bonomo
312-225-2777
312-225-2964

10-0825-PR2

**APPROVE EXERCISING THE FINAL OPTION TO RENEW THE AGREEMENT WITH STAPLES
BUSINESS ADVANTAGE, A DIVISION OF STAPLES CONTRACT AND COMMERCIAL, INC. FOR THE
PURCHASE OF REMANUFACTURED INKJET AND LASER TONER CARTRIDGES AND
COMPATIBLE INKJET AND LASER TONER CARTRIDGES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreement with Staples Business Advantage, a division of Staples Contract & Commercial, Inc., for the purchase of Remanufactured Inkjet and Laser Toner Cartridges and Compatible Inkjet and Laser Toner Cartridges for use by all schools and departments at a cost for the option period not to exceed \$100,000. A written document exercising this option is currently being negotiated. No payment shall be made to Staples Business Advantage during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 06-250041
Contract Administrator : Felicia Carwell / 773-553-2289
VENDOR:

- 1) Vendor # 31975
STAPLES BUSINESS ADVANTAGE
400 S. JEFFERSON STREET., STE 302
CHICAGO, IL 60607
Dennis Nyhan
312-930-6470X246

USER:

Office of Contracts and Procurement
125 South Clark Street 10th Floor
Chicago, IL 60603

Contact : Felicia D. Carwell
Phone: 773-553-2289

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 07-0822-PR2) in the amount of \$250,000 is for a term commencing September 1, 2007 and ending August 31, 2009, with the Board having 2 options to renew for 12 months each. The agreement was extended (authorized by Board Report 09-0826-PR2) for a term commencing September 1, 2009 and ending August 31, 2010. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1.

OPTION PERIOD:

The term of this agreement is being extended for 12 months commencing September 1, 2010 and ending August 31, 2011.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Goods: Remanufactured Inkjet and Laser Toner Cartridges and Compatible and Laser Toner Cartridges

Quantity: As needed

Unit Price: Various

Total Cost Not to Exceed: \$100,000.00

DELIVERABLES:

Vendor will continue to provide Remanufactured Inkjet and Laser Toner Cartridges and Compatible Inkjet and Laser Toner Cartridges to all departments and schools.

OUTCOMES:

This purchase will result in the availability of various remanufactured and compatible Inkjet and Toner Cartridges for instructional and administrative use and optional participation in a vendor managed Inkjet and Toner Recycling/Rebate Program.

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; not to exceed the sum of \$100,000.00.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE goals for this contract include: 26% total MBE and 5% total WBE participation.

The Vendor has identified the following firms:

Total MBE - 26%

Roxbury Technology Corporation
3368 Washington Street
Jamaica Plain, Massachusetts 02130
Contact: Elizabeth Williams

Total WBE - 5%

Rico Computer Enterprise, Inc.
7022 West 73rd Place
Chicago, Illinois 60638
Contact: Guadalupe Rico

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to various school and departments

Fiscal Year 2010-2011

Budget Classifications: 5320 Supplies

Source of Funds: Various

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0825-PR3

APPROVE THE AWARD OF CONSTRUCTION CONTRACTS AND APPROVE CHANGES TO CONSTRUCTION CONTRACTS FOR THE BOARD OF EDUCATION'S CAPITAL IMPROVEMENT PROGRAM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the award of Capital Improvement Program construction contracts in the total amount of \$1,074,077.24 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$445,448.00 as listed in Appendix B of this report. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$429,332.00 listed in Appendix C of this report. These construction contract changes are being submitted to the Board for approval prior to processing in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment in excess of \$50,000 or 10% of the original contract amount, whichever is less, or, as provided under Section 7-5 of the Rules, are necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property or to prevent interference with school sessions.

LSC REVIEW: Local School Council approval is not applicable to this report

AFFIRMATIVE ACTION: The General Contracting Services Agreements entered into by each of the pre-qualified general contractors and other miscellaneous construction contracts awarded outside the pre-qualified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract

FINANCIAL: Expenditures involved in the Capital Improvement Program are charged to the Department of Operations, Capital Improvement Program
Budget classification: Fund – 470, 499, 436, and 474 will be used for all Change Orders (Appendix B & C), Funding source for new contracts is so indicated on Appendix A
Funding Source: Capital Funding

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Appendix A
August 2010

REG.	SCHOOL	CONTRACTOR	WORK DESCRIPTION	CONTRACT AWARD	AWARD DATE	FISCAL YEAR	PROJECT COMPLETE	CIP BUDGET	FUND	CONTRACT #	PROJECT SCOPE AND NOTES	ANTICIPATED COMPLETE
1	Schurz HS	Al-Bry Construction Company	P.L.S. Renovation	\$ 471,000.00	7/22/2010	2010	\$ 497,487	\$ 331,560	477	2003746	Remove AC1 pool decking and replace; replace doorframes; replace rusted conduit in pool area; replace PA system; refurbish mechanical system; replaceilation and pool drains	10/31/2010
				\$ 471,000.00								
2	Clement HS	Al-Bry Construction Company	P.L.S. Renovation	\$ 627,000.00	7/22/2010	2010	\$ 1,125,563	\$ 1,521,419	477	2003748	Provide new ADA signage, Lin-Set shower/retroom, ADA shower and toilet room in locker rooms, accessible lockers	10/31/2010
				\$ 627,000.00								
3	N/A			\$ -								
4	Kelly Cune Gage Park HS	Chicago Commercial Contractors	JOC	\$ 17,384.82	7/22/2010	2008	\$ 18,819	\$ 18,940	478	2003751	Furnish and install score boards, wireless controllers and protective cages at the gym per CPS Specification	8/31/2010
				\$ 17,384.82								
5	Lee Pasteur Hurley	Chicago Commercial Contractors	JOC	\$ 8,692.42	7/22/2010	2008	\$ 9,410	\$ 18,940	478	2003558	Furnish and install score boards, wireless controllers and protective cages at the gym per CPS Specification	8/31/2010
				\$ 8,692.42								
6	N/A			\$ -								
			All Work Total	\$ 1,074,977.24								

REG.	SCHOOL	Affirmative Action				
		AA	H	A	WBE	
1	Schurz HS	5	25	0	5	
2	Clemente	5	25	0	5	
3	N/A					
4	Kelly Cune Gage Paek HS	0	0	0	0	
5	Lee Pasteur Hurley	0	0	0	0	
6	N/A					

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONSAugust Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)APPENDIX B
7/30/2010

FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF TIME CON. EXTN
Alcott School	1705278	09-0422-PR8	2	GC	F. H. Paschen, S. N. Nielsen & Assoc., Inc.	1017	\$25,738	\$0	\$1,761,000	\$1,786,738	1.46%
DESCRIPTION >> Furnish & install a new 325 gallon chemical feed tank to meet the system performance. Existing tank is too small and is dumping the chemical											
Aligold School	1912017	10-0526-PR3	5	GC	Chicago Commercial Contractors, LLC	4	\$35,902	\$0	\$773,095	\$808,997	4.64%
DESCRIPTION E&O >> Scrape, patch, skim, prime, and paint ceilings and walls in 10 additional rooms on the 2nd and 3rd floor											
Amundsen High School	1893516	10-0428-PR8	1	GC	Miller	13	\$17,057	\$0	\$2,538,000	\$2,556,057	0.67%
DESCRIPTION >> Additional structural glazed tile that was to be reused was not structurally sound											
Brown School	1893524	10-0428-PR8	3	GC	Chicago Commercial Contractors, LLC	808	(\$4,234)	\$0	\$1,155,497	\$1,151,263	-0.37%
DESCRIPTION >> Provide credit for AIPhone installation at front entrance											
Brown School	1893524	10-0428-PR8	3	GC	Chicago Commercial Contractors, LLC	117	(\$2,000)	\$0	\$1,155,497	\$1,153,497	-0.17%
DESCRIPTION >> provide credit for re-using existing windows adjacent to elevator shaft rather than buying new											
Chase School	1893520	10-0428-PR8	2	GC	Chicago Commercial Contractors, LLC	9	\$38,678	\$0	\$1,563,024	\$1,601,702	2.47%
DESCRIPTION E&O >> Replace (39) smoke detectors, (16) AV devices, (4) trouble bells and annunciator at the addition building fire alarm											
Curtis School	1833141	09-1123-PR6	6	GC	F. H. Paschen, S. N. Nielsen & Assoc. Inc.	15	\$9,394	\$70,935	\$1,981,000	\$2,061,329	4.05%
DESCRIPTION >> Labor and material to modify the shaft for Muz-1 supply fan											
Dodge School	1723718	09-0624-PR8	3	GC	Chicago Commercial Contractors, LLC	CORE2	(\$13,637)	(\$445)	\$400,618	\$386,536	-3.52%
DESCRIPTION >> Credit remaining allowances											
Dvorak Academy	1766627	09-0722-PR6	3	GC	Reliable & Associates Construction Co	1014	\$6,889	\$0	\$7,495,988	\$2,502,877	0.28%
DESCRIPTION >> Provide new circuit breaker for main switch board for elevator											
Dvorak Academy	1766627	09-0722-PR6	3	GC	Reliable & Associates Construction Co	1018	\$16,494	\$0	\$2,495,988	\$2,512,482	0.66%
DESCRIPTION >> Replace 29 additional blue metal facade panels											
Dvorak Academy	1766627	09-0722-PR6	3	GC	Reliable & Associates Construction Co	1019	\$38,677	\$0	\$2,495,988	\$2,534,665	1.55%
DESCRIPTION E&O >> Install 59 fire alarm devices conduit and wiring											
Dvorak Academy	1766627	09-0722-PR6	3	GC	Reliable & Associates Construction Co	1020	\$18,177	\$0	\$2,495,988	\$2,514,165	0.73%
DESCRIPTION >> Replace window wall at main office											

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONSAugust Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)APPENDIX B
7/30/2010

FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	% OF TIME CON. EXTN
Faraday School	1888609	10-0428-PR8	3	GC	F. H. Paschen, S. N. Nielsen & Assoc., Inc.	6	\$8,172	\$0	\$518,000	\$526,172	1.58%
DESCRIPTION											
>> Repair and reroute 1 electrical conduit on the 3rd floor, 3 conduits on the 2nd floor, and front stage power outlets.											
Farren School	1817020	09-1028-PR3	4	GC	Chicago Commercial Contractors, LLC	1002	\$30,107	\$0	\$860,012	\$890,119	3.14%
DESCRIPTION											
>> Replace 16 additional lavatories											
Grant School	1329246	07-0725-PR6	3	GC	Michuda Construction, Inc.	54	\$42,838	\$319,294	\$7,522,192	\$7,884,324	4.81%
DESCRIPTION											
>> Provide labor, material and equipment to complete environmental clean-up from May 24 - May 27, 2007											
Howland School	1146660	06-0726-PR15	3	GC	Miller	1044R	\$17,590	\$295,903	\$3,591,000	\$3,904,493	8.73%
DESCRIPTION											
>> Additional tree grates, ADA striping, and trash enclosure work											
Joplin School	1556959	08-0723-PR6	5	GC	F. H. Paschen, S. N. Nielsen & Assoc., Inc.	22	\$7,285	\$71,453	\$1,689,000	\$1,767,738	4.66%
DESCRIPTION											
>> Furnish and install new sump pump											
Joplin School	1556959	08-0723-PR6	5	GC	F. H. Paschen, S. N. Nielsen & Assoc. Inc.	25	\$1,021	\$71,453	\$1,689,000	\$1,761,474	4.29%
DESCRIPTION											
>> Relamp 5 existing recessed light fixtures in room 164											
>> Provide lens and cage for kitchen light fixture											
Joplin School	1556959	08-0723-PR6	5	GC	F. H. Paschen, S. N. Nielsen & Assoc. Inc.	28	(\$1,031)	\$71,453	\$1,689,000	\$1,759,422	4.17%
DESCRIPTION											
>> Backcharge for A/E additional services											
Juarez High School	1524387	08-0602-PR11	3	GC	F. H. Paschen, S. N. Nielsen & Assoc. Inc.	080	\$4,363	\$1,515,535	\$22,561,000	\$24,080,898	6.74%
DESCRIPTION											
>> Replace sheaves at 8 fan coil units at the classroom link											
Juarez High School	1524387	08-0602-PR11	3	GC	F. H. Paschen, S. N. Nielsen & Assoc. Inc.	081	\$5,950	\$1,515,535	\$22,561,000	\$24,082,485	6.74%
DESCRIPTION											
>> As requested by DOB occupancy inspections. Provide guardrail extension at auditorium ramp, add kick plate and screen at end of north hallway, provide detachable warning strip at top of north auditorium stair											
Juarez High School	1524387	08-0602-PR11	3	GC	F. H. Paschen, S. N. Nielsen & Assoc. Inc.	084	\$10,651	\$1,515,535	\$22,561,000	\$24,087,186	6.76%
DESCRIPTION											
>> Provide additional labor to isolate Addition's dual temp and hot water supply/return piping from existing building so that balancing of Addition's system can be achieved											
Juarez High School	1524387	08-0602-PR11	3	GC	F. H. Paschen, S. N. Nielsen & Assoc. Inc.	175	\$44,681	\$1,515,535	\$22,561,000	\$24,127,216	6.92%
DESCRIPTION											
>> Modify A.C. system at Dinner and IDJ Rooms from Self Contained Water/Cycle to a Split Dry Cooler system											

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONSAugust Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)APPENDIX B
7/30/2010

FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	% OF TIME CON ESTN
Lincoln School	1693079	09-0325-PR1	2	GC	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	1009	\$7,980	\$87,787	\$1,053,000	\$1,148,757	9.09%
DESCRIPTION											
E&O >> Deduct weatherproof surface mounted raceway from Greenhouse area. Install horizontal rigid conduit raceways for Greenhouse power and data outlets. Add two (2) new Alphone units and one (1) new Master station at specified locations. Add four (4) sets of door contacts and connect to existing security system. Add two (2) new outlets on south & west walls of Greenhouse											
Marshall High School	1888105	10-0324-PR4	3	GC	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	1004	(\$22,332)	\$0	\$6,030,000	\$6,007,668	-0.37%
DESCRIPTION											
>> Provide credit for deleting tapered insulation on roof											
May Academy	1916029	10-0526-PR3	3	GC	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	1001	(\$11,542)	\$0	\$1,546,000	\$1,534,458	-0.75%
DESCRIPTION											
>> Provide credit for modifying existing windows in rooms 214 and 216 in lieu of providing new											
Morse School	1328853	07-0627-PR6	2	GC	Miller	176	\$15,752	\$296,986	\$3,467,000	\$3,779,738	9.02%
DESCRIPTION											
>> Provide tree grates at trees in pathway less than 6" caliper (6 total)											
Palmer School	1556892	08-0723-PR6	1	GC	Ideal Heating Company	013	\$32,000	\$179,313	\$2,253,000	\$2,464,313	9.38%
DESCRIPTION											
>> Provide one (1) new 20" dia. Insulated duct connecting return grille to inlet of return fan RE-1 at 2nd floor North Staircase & 2nd floor South Staircase. Provide 1 1/2" thick acoustic duct liner at existing sheetmetal plenum for this grille. entire system needs to be balanced per engineer's specifications											
Ryerson School	1857884	10-0127-PR1	2	GC	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	1001	\$42,000	\$0	\$1,221,000	\$1,263,000	3.44%
DESCRIPTION											
>> Per owner direction, the existing bathroom stall located in Pre-K 017 shall be removed and made into a separate room in Ward 018. Pre-K code compliant											
Sabin Magnet	1723713	09-0624-PR8	2	GC	Friedler Construction Co	1019	\$4,941	\$104,444	\$2,111,800	\$2,221,185	5.18%
DESCRIPTION											
>> Re-route exit signs that are tied into light fixture											
Senn High School, Nicholas	1738469	09-0722-PR6	1	GC	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	15	\$14,537	\$167,449	\$3,089,000	\$3,270,986	5.89%
DESCRIPTION											
>> Refurbish existing stage platform to be the same level as the corridor											
Spalding Elementary School	1677002	09-0225-PR4	3	GC	Michuda Construction, Inc.	1054	\$4,437	\$572,934	\$26,616,121	\$27,193,492	2.17%
DESCRIPTION											
>> Provide new pipe chase in rooms 184, 257, 292											
Suder Montessori Magnet ES	1898200	10-0428-PR8	3	GC	Blinderman Construction Company	405	(\$1,067)	\$0	\$3,116,000	\$3,114,933	-0.03%
DESCRIPTION											
>> Provide cylinder call lock sets for classrooms doors in lieu of mortise locks on existing doors where only hardware is being changed. As per RFI #5											
Total Change Orders.									\$445,448		

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONSAugust Change Order Log
Changes Over \$50,000 or 10% (Cumulatively)APPENDIX C
7/29/2010

FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF CON EXTN
Alfred School	1912017	10-0526-PR3	5	GC	Chicago Commercial Contractors, LLC	SOW1	\$103,613	\$0	\$773,095	\$876,708	13.40% 0
DESCRIPTION											
>> Demo outer wythe of north wall at roof area C, D, and B from roof deck to top of windows											
Brennemann School	1687562	09-0325-PR1	1	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc	1023	\$55,259	\$57,039	\$1,421,000	\$1,533,298	7.90% 0
DESCRIPTION											
>> Demo, remove & cap existing ductwork, furnish & install new ductwork for the return installation of four (4) "Omni" style supply diffusers w/iter duct and collars. Furnish & install two (2) "RL" style return grilles in ceiling of classrooms.											
Cardenas School	1918403	10-0526-PR3	4	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc	1001	\$83,959	\$0	\$328,000	\$411,959	25.60% 0
DESCRIPTION											
>> Increase the scope of the roof repair by 25%.											
Curtis School	1833141	09-1123-PR6	6	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc	SOW10	\$73,303	\$70,935	\$1,981,000	\$2,125,238	7.28% 0
DESCRIPTION											
E&O >> Remove and replace sub base binder course and surface course at the parking lot in lieu of scarifying and resurfacing											
Darwin School	1738477	09-0722-PR6	2	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc	020	\$8,006	\$380,397	\$2,317,000	\$2,685,403	15.90% 0
DESCRIPTION											
E&O >> Replace the Outside Air Louvers (3 each) for AHU-1 provide steel angles & linets for masonry support, install the existing motorized dampers, reroute existing conduits and wire for the installation of dampers in two duct shafts											
Darwin School	1738477	09-0722-PR6	2	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc	022	\$2,907	\$380,397	\$2,317,000	\$2,680,304	15.68% 0
DESCRIPTION											
>> Disconnect the existing heater in the fire pump room and reconnect to Panel ESP in the Electrical Room with 3/4" and 1/2" conduit Install one (1) 3-pole switch 30 Amp breaker in spaces 13 15 and 17 of E&O and connect heater feeder to the new circuit breaker											
Darwin School	1738477	09-0722-PR6	2	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc	023	\$7,205	\$380,397	\$2,317,000	\$2,684,602	15.87% 0
DESCRIPTION											
E&O >> Sawcut openings into exterior basement walls furnish and install steel linets for three (3) new exhaust fans (EF-5 & EF-6) tooth-in and patch masonry walls with like materials clean and haul away all debris											
Darwin School	1738477	09-0722-PR6	2	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc	024	\$1,711	\$380,397	\$2,317,000	\$2,679,108	15.63% 0
DESCRIPTION											
>> Replace non-functioning ball valve \$50 on AHU-2 with new											
Darwin School	1738477	09-0722-PR6	2	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc	025	\$8,447	\$380,397	\$2,317,000	\$2,685,844	15.92% 0
DESCRIPTION											
>> Provide all labor and material to learn the new fire pump controller to the existing fire alarm system in accordance with Division 16721 Part 2.2 C&O											
Laundale Academy	1723721	09-0624-PR8	3	GC	Chicago Commercial Contractors, LLC	1064	\$1,909	\$588,282	\$5,331,832	\$5,922,028	11.07% 0
DESCRIPTION											
>> Repair leaking roof drain going in fan room											
Mason School	1745469	09-0722-PR6	3	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc	1021	\$6,727	\$121,384	\$1,592,000	\$1,769,611	11.16% 0
DESCRIPTION											
>> Provide emergency telephones at auditorium and gym change in											

APPENDIX C
7/29/2010

August Change Order Log
Changes Over \$50,000 or 10% (Cumulatively)

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF TIME CON. EXTN
Mason School	1745469	09-0722-PR6	3	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1027	\$3,454	\$171,384	\$1,592,000	\$1,766,838	10.98%
DESCRIPTION											
>> Provide Concrete parking stop at 39 parking spaces											
Mason School	1745469	09-0722-PR6	3	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1028	\$7,249	\$171,384	\$1,592,000	\$1,770,633	11.22%
DESCRIPTION											
>> Remove subfloor and sleepers and provide ardex underlayment											
Mason School	1745469	09-0722-PR6	3	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1029	\$1,900	\$171,384	\$1,592,000	\$1,765,284	10.88%
DESCRIPTION											
>> Route elevator phone line from MDF room in lieu of room 113											
Swift School	1567964	08-0723-PR6	1	GC	Reliable & Associates Construction Co	30	(\$4,986)	\$160,471	\$825,280	\$980,763	18.84%
DESCRIPTION											
>> Credit for unused contract allowances											
Washington High School	1723716	09-0624-PR8	6	GC	Chicago Commercial Contractors, LLC	16	\$69,171	\$177,724	\$1,714,688	\$1,961,593	14.40%
DESCRIPTION											
>> Replace drain lines and abate and replace insulation where 7 drains could not be rodded. Remove and restore adjacent finishes required to access pipe											
>> Credit for unused contract allowances											

Total Change Orders: \$429,332

10-0825-PR4

**APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH
JOHNSON RESEARCH GROUP FOR CONSULTING SERVICES RELATED TO THE MODERN
SCHOOLS ACROSS CHICAGO PROGRAM AND OTHER TIF PROJECTS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to renew the agreement with Johnson Research Group to provide consulting services to Department of Operations at a cost for the option period not to exceed \$250,000. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 30433
JOHNSON RESEARCH GROUP, INC.
343 S. DEARBORN STREET
CHICAGO, IL 60604
Ron Johnson
312-235-0130

USER:

Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : Patricia L. Taylor
Phone: 773-553-2900

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 07-0725-PR17) was for a term commencing September 5, 2007 and ending September 4, 2009, with the Board having three (3) options to renew for (one) 1 year each. The agreement was renewed (authorized by Board Report 09-0727-PR7) for a term commencing September 5, 2009 and ending September 4, 2010. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1.

OPTION PERIOD:

The term of this agreement is being extended for one (1) year commencing September 5, 2010 and ending September 4, 2011.

OPTION PERIODS REMAINING:

There is one (1) option to renew for a period of one (1) year remaining. The cost for renewal term shall not to exceed the sum of \$250,000.

SCOPE OF SERVICES:

Consultant shall continue to serve as special advisor to the Chief Operating Officer to develop a strategy with the Chicago Department of Community Development and the Chicago Department of Finance on tax increment financing initiatives to support the Modern Schools Across Chicago Program and other Capital Improvement Program initiatives. Consultant will focus on preparing detailed financial analyses of available TIF revenues for each TIF district, assessing TIF funding strategies, negotiating financial commitments with the City, reviewing appropriate school sites for TIF eligibility, consulting on written agreements with the City to formalize a revenue stream for funding on the capital improvement program, and supporting the issuance of bonds for TIF revenues. Consultant also will develop complex strategies and mechanisms needed to coordinate aspects of the program, advise the Chief Operating Officer on alternative TIF strategies, present creative approaches for additional funding opportunities, and provide long alternative, and provide long alternative TIF strategies, present creative approaches for additional funding opportunities, and provide long range planning assistance to the Chief Operating Officer. Consultant also will conduct financial feasibility studies in specific TIF districts to verify future projections of available tax increment revenue as necessary.

DELIVERABLES:

Consultant will continue to deliver the following: monthly project reports, database of TIF revenues and potential revenue opportunities from existing TIF districts, a database of schools in or adjacent to TIFs, an updated funding matrix for the Modern Schools Across Chicago Program, feasibility analyses, and strategic planning documents, all as requested by the Chief Operating Officer.

OUTCOMES:

Consultant's services will continue to result in revenue for the Capital Improvement Program over the next 1-5 years to help build over 24 new schools, major renovations and additions.

COMPENSATION:

Consultant shall be paid during this option period as follows: Hourly rates by category ranging from \$170 per hour for a principal to \$110 per hour for a project researcher, plus reimbursables such as report preparation expenses and copying charges; with a total maximum amount for all of the foregoing not to exceed the sum of \$250,000; inclusive of all reimbursable expenses.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Operations Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

This contract is in full compliance with the requirements of the Board's Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE goals for this agreement are: 25% total MBE participation and 5% total WBE participation.

The vendor has identified and scheduled the following firms:

Total MBE - 25%

Ernest Sawyer Enterprises
100 North LaSalle Street
Chicago, Illinois 60602

World's Printing
233 North Michigan Ave.
Chicago, Illinois 60601

Sir Speedy
311 South Wacker Drive
Chicago, Illinois 60606

GP&R Group
1837 South Michigan Ave.
Chicago, Illinois 60616

Total WBE - 5%

Noitam, Inc.
100 North LaSalle Street, Suite 1515
Chicago, Illinois 60602

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Department of Facilities: \$250,000
Fiscal Year: FY11

12670-499-54125-252502-000000-2011

\$250,000.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0825-PR5

**APPROVE THE RENEWAL AGREEMENT WITH RYDER TRUCK RENTAL INC, D/B/A RYDER
TRANSPORTATION SERVICES TO PROVIDE VEHICLE LEASING**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve renewing the agreement with Ryder Truck Rental Transportation Services d/b/a Ryder Transportation Services ("Ryder" or "Vendor") to provide vehicle leasing to Chicago Public Schools at a cost for the 6 month renewal period not to exceed \$456,751. This Board Report does not authorize the lease of any new vehicles from Ryder during the renewal period. The purpose of this Board Report is to extend the existing leases and related maintenance and repair services for approximately 58 delivery trucks, vans and other vehicles currently under lease. The Department of Procurement and Contracts will be issuing a request for proposals for the purpose of establishing a qualified pool of vehicle lessors for future vehicle leases. A written document exercising this renewal is currently being negotiated. No payment shall be made to Vendor during the renewal period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 06-250068
Contract Administrator : Craig Holloway / 773-553-2306

VENDOR:

- 1) Vendor # 37941
RYDER TRUCK RENTAL, INC.
1050 WEST PERSHING RD.
CHICAGO, IL 60609
Craig Lyman
773-523-5555X320
773-523-5975

USER:

Citywide School Transportation
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : Patricia L. Taylor
Phone: 773-553-2900

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 07-0822-PR7) is for a term commencing September 1, 2007 and ending August 31, 2010, with the Board having two options to renew for periods of one year each. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1 by a duly advertised Request for Proposals (Specification No. 06-250068).

OPTION PERIOD:

The term of this agreement is being renewed for 6 months commencing September 1, 2010 and ending March 31, 2011.

OPTION PERIODS REMAINING:

There is one option for a one-year period remaining.

SCOPE OF SERVICES:

Vendor shall continue to provide the leased vehicles and maintenance and repairs for those vehicles to various Board Departments.

DELIVERABLES:

Vendor shall continue to provide the leased vehicles and maintenance and repairs of those vehicles in accordance with the agreement.

OUTCOMES:

Vendor's services will continue to result in vehicles in good operating condition.

COMPENSATION:

Vendor shall be paid during this renewal period as follows: in accordance with the rates set forth in the agreement, not to exceed the amount of \$456,751.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written renewal document. Authorize the President and Secretary to execute the renewal document. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contract (M/WBE Program). The M/WBE participation goals for the contract include: 25% total MBE and 5% total WBE.

The Vendor has identified and scheduled the following firms and percentages:

Total MBE- 25%

All Go Towing
5521 West Farragut Ave
Chicago, Illinois 60630
Contact: Waddy Roudette

Total WBE- 5%

Kelly's Truck Center
4825 West Lake Street
Melrose Park, Illinois 60160
Contact: Diane Henning

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Various Board of Education Departments: \$456,751

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0825-PR6

AMEND BOARD REPORT 09-1216-PR20

APPROVE ENTERING INTO AN AGREEMENT WITH SYSTEM DEVELOPMENT INTEGRATION, LLC FOR NETWORK MONITORING AND MANAGEMENT SYSTEM SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with System Development Integration, LLC ("SDI") to provide network management services to Chicago Public Schools' Information and Technology Services at a cost not to exceed ~~\$6,000,000.00~~ \$3,718,490.80. SDI was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for SDI's services is currently being negotiated. No services shall be provided by SDI and no payment shall be made to SDI prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This August 2010 amendment is necessary to: i) reduce the not to exceed amount to \$3,718,490.80 to correspond with the schedule of costs in the agreement; ii) revise the financial section; and, iii) revise the Affirmative Action section of this Board Report. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this amended Board Report.

Specification Number : 09-250030
Contract Administrator : Ethan S. nnema / 773-553-3295

VENDOR:

- 1) Vendor # 26704
SYSTEM DEVELOPMENT INTEGRATION
33 WEST MONROE., STE 400
CHICAGO, IL 60603
Bob Kettell
312-580-7500

USER:

Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603

Contact : Arshele Stevens
Phone: 773-553-1300

TERM:

The term of this agreement shall commence on January 1, 2010 and shall end on June 30, 2013. This agreement shall have three options to renew for periods of 12 months each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

SDI will provide the hardware, installation services, customization, ongoing support, and reporting for a network monitoring and management system (NMS). This system will ensure that ITS is aware of network incidents as they occur throughout the Board's district-wide network infrastructure. The system will be integrated into the Board's existing ticket system by SDI. All services will be provided by skilled resources performing technical support, management, problem identification and problem resolution for all associated systems as defined by the Board.

DELIVERABLES:

SDI will install, configure and support a new network monitoring and management system ("NMS"). This new system will need to be fully operational within six (6) months of the commencement of the agreement. SDI will work with the Board's maintenance vendor in order to seamlessly transition to the new NMS. SDI will also provide maintenance and support of the system on an ongoing basis as well as continue to customize the system and associated applications per the Board's requirements.

The NMS will provide the following:

The ISO network management model's five functional areas:

Fault Management: System will contain an event handler that is capable of correlating and receiving SNMP MIB 2 or 3 traps, poll SNMP MIB 2 or 3 compliant devices, and process Syslog messages as defined in section E1 of the Scope of Services.

The NMS will have the following customizable notification capabilities for each network element:
Create incident ticket in Peregrine
Send email messages
SMS (Short Message Service) messages via modem and IP
Visual and audible alarms

Configuration Management: System should have a topology mapper that contains an automatic discovery function which provides a dynamic listing of devices found in the network. An inventory repository providing detailed configuration information on network devices such as is required. The repository should be able to manage the asset lifecycle from initial deployment through decommission.

Common information includes:

Asset inventory (e.g. contract maintenance agreements and warranty, expirations, support codes/numbers).
Physical inventory (e.g. Location (Address, floor, room, rack etc.), device make/model, RAM, CPUs)
Logical inventory (e.g. Firewall/OS versions, patch levels, configuration settings)

IP Address Management should include the following:

Tracking of IPv4 address space assignment
Allocation/reallocation within any user-defined hierarchy.
User-defined policies that can determine which block and device types are permitted within the hierarchy and who can administer them
Address utilization trending and forecasting
Provide a "planned vs. actual" views of IP address space.

Configuration and Software management component should include automatic deployment of software Image and configuration changes to multiple devices securely
Device configuration archive should be secure and should be updated daily

Performance Management: The NMS should be able to monitor and analyze real-time, and historical in-depth network statistics for various periods for any network element's KPI (Key Performance Indicators);

Security Management: The NMS shall monitor the equipment in the CPS environment in-order to function effectively the NMS must be provided and maintained on a secure and stable platform

To provide a secure and stable platform the NMS must meet the following requirements

Software Updates/Upgrades: All software related to the NMS must be patched/upgraded against vulnerabilities and bugs in a on-demand fashion and at regularly scheduled intervals to maintain a low exposure unnecessary risk and malicious behavior

Information Integrity: SDI must have the ability to prove and maintain the integrity of all information collected, contained and retained by the NMS for a data retention period of 1 year

Unauthorized Access: Prevent unauthorized access to and disclosure of information within and pertaining to the NMS.

Confidentiality: All information collected and contained within the NMS must remain confidential and be available for release upon authorization of access to the information.

Configurations: All configurations in relation to the NMS must be reviewed and maintained by qualified personnel to ensure their accuracy and effectiveness.

Accounting Management: Account Authentication

The NMS must be able to integrate with active directory for account authentication

Account Activity All account activity must be recorded

Account Alerting Multiple login failures and privileged account activity must send alerts (via SMS and Email)

Account Reporting Provide real time and historical reports on account activity to include, but not limited to logons, logouts, additions, modifications, and deletions

OUTCOMES:

SDI will ensure that the NMS is installed within six (6) months of the commencement of the agreement. SDI will then ensure the system is available 99.9% of the time and catches 99.8% of all network incidents. All reports as specified in the contract will be provided in a timely manner.

COMPENSATION:

Consultant shall be paid as follows, per invoice, not to exceed the sum of ~~\$6,000,000.00~~ \$3,718,490.80 for the term of the contract.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for the Minority and Women Business Enterprise Contract Participation (M/WBE Program). The goals for this contract are 35% MBE and 5% WBE.

The vendor has identified and scheduled the following firms and percentages:

Total MBE ~~95%~~ 35%
iNOC, LLC
500 Skokie Blvd., Suite 380
Northbrook, IL 60062

Environmental System Design, Inc.
175 W. Jackson Blvd., Suite 1400
Chicago, IL 60604

Smart Technology
156 N. Jefferson St.
Chicago, IL 60661

SmarTECHS.net
1727 S. Indiana Ave. Suite G02B
Chicago, IL 60616

Pace Systems, Inc.
2040 Corporate Lane
Naperville, IL 60563

Total WBE 5%
MNJ Technology Direct
1025 E. Bush Parkway
Buffalo Grove, IL 60089

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to Information and Technology Services: ~~\$6,000,000~~ \$3,718,490.80

12540-499-54125-254901-000000-2010	\$2,000,000.00
12540-115-54125-254901-000000-2011	\$2,000,000.00
12540-115-54125-254901-000000-2012	\$2,000,000.00
<u>12540-115-54125-254901-000000-2012</u>	<u>\$976,461.47</u>
<u>12510-499-54125-254901-000000-2010</u>	<u>\$1,225,680.00</u>
<u>12540-115-54125-254901-000000-2011</u>	<u>\$519,342.00</u>
<u>12540-115-54125-254901-000000-2013</u>	<u>\$997,007.33</u>

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

10-0825-PR7

FINAL

RATIFY AN AGREEMENT WITH PROLOGUE W.E.B. DUBOIS ACADEMY FOR ALTERNATIVE LEARNING OPPORTUNITIES PROGRAM SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify an agreement with Prologue W.E.B. Dubois Academy to provide Alternative Learning Opportunities Program (ALOP) services to Area 30 at a cost not to exceed \$6,983,382.00 for fiscal years 2008 through 2011. Services for fiscal years 2008 through 2010 were obtained without prior Board approval. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. To date Vendor has received payment in the amount of \$4,894,062.00, no further payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR: Prologue W.E.B. Dubois Academy
1135 North Cleaver Rd
Chicago, Illinois 60642
773-935-9925 ext. 12
Contact: Nancy Jackson
Vendor Number: 01135

USER: Area 30
4855 S Dearborn
Chicago, Illinois 60652
773-535-8500
Contact: Jennifer Vidis

TERM: The term of this agreement shall begin on September 8, 2007 and shall end August 30, 2011

SCOPE OF SERVICES: Vendor shall provide the following ALOP services pursuant to Section 13B of the Illinois School Code (105 ILCS 5/13B-1 et seq.): High quality alternative educational program services for high school students age 17 years and older who have had significant leaves of absence from school or have been involved with the juvenile justice system and have few, if any, high school credits. The program shall be designed to prepare students for graduation from high school and provide a post-secondary path. Vendor will provide a 24 credit requirement program, aligned with Chicago Public Schools graduation requirements. Students' diplomas will be issued by their home schools.

DELIVERABLES: Vendor shall.

- Provide programs with adequate and appropriate equipment and supplies.
- Administer academic progress and other assessments as directed by the Board, in the Board's sole discretion (Board will provide test booklets, training and scoring for mandated state and local tests.)
- Provide areas in school conducive to learning separate from the lunch and other activity rooms
- Provide sufficient staff (teacher aides, security and etc.) to effectively manage, support and educate students consistent with their needs.
- Provide programs with a special component dedicated to truancy with attempts to increase attendance of students and decrease truancy problems.
- Provide and administer mutually agreed upon assessments of progress in reading and mathematics at the end of school year for all students to assess individual student progress
- Provide to Area 30 semester transcripts for each student enrolled in the ALOP school
- Provide daily attendance reports to Area 30 staff.
- Provide list of high school graduates to Area 30 at the end of each school year
- Provide copies of individual student success plans to Area 30 office.

OUTCOMES: Vendor will ensure that.

- Student attendance rate is 80%
- Students earn a minimum of 6 credits per academic year
- Students have a post-secondary plan upon graduation
- Students are provided the curricular and credit opportunity to earn a high school diploma

COMPENSATION: Vendor will be allocated a certain number of seats and will be paid a negotiated rate for these seats, not to exceed the sum of \$6,983,382.00 in the aggregate. The agreement will contain a clause that the Board may increase or decrease the number of seats by giving the Vendor thirty (30) days written notice.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Area Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Service Contracts, M/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-For-Profit organization

LSC REVIEW: Local School Council approval is not applicable to this report

FINANCIAL: Charge to Area 30 \$6,983,382.00

Budget Classification:	Source of Funds
Fiscal Year: 2011	
66491-115-54305-113006-000000- \$1,981,275.00	General Education
66491-225-54305-119010-000703- \$108,045.00	SGSA
Fiscal Year: 2010	
66491-115-54305-113006-000000- \$1,883,700.00	General Education
66491-225-54305-119010-000703- \$79,189.00	SGSA

Fiscal Year: 2009	
66491-115-54320-113006-000000-	\$1,756,109.50
66491-115-54320-180007-376704-	\$1,767.00
Fiscal Year: 2008	
66491-115-54320-113006-000000-	\$1,173,296.50
	General Education
	General Education

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0825-PR8

FINAL

**APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS
FOR THE PURCHASE OF ADDITIONAL LEARNING OPPORTUNITIES SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various vendors for the purchase of additional learning opportunities services for District 299 at an aggregate cost not to exceed \$900,000. Vendors were selected on a competitive basis pursuant to Board Rule 7-2 and a duly advertised Request for Proposals (Specification No 10-250029). Written agreements for this purchase are currently being negotiated. No goods or services may be ordered or received and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event a written agreement for such Vendor is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

VENDORS:

1. MIND Research Institute
3631 S. Harbor Blvd, Suite 200
Santa Ana, CA 92704
888-751-5443
Andrew Coulson
Vendor # 67737
2. Houghton Mifflin Harcourt
222 Berkeley Street
Boston, MA 02116
512-721-7204
Laura Rockefeller
Vendor # 13240
3. Carnegie Learning
437 Grant Street, 20th Floor
Pittsburgh, PA 15219
888-851-7094
Joseph Goins
Vendor # 31207
4. Headsprout
127 Broadway Ave E, Suite 200
Seattle, WA 98102
800-401-5062 x1702
Kimberley Bynoe
Vendor # 39562

CONTRACT ADMINISTRATOR:

Pamela Senior
773-553-2254

USER: Chief Education Office
125 S. Clark Street, 5th Floor
Monica Lee
(773)553-1104

TERM: The term of each agreement shall commence on the date the agreement is signed and shall end on July 31, 2011. Each agreement shall have 2 options to renew for periods of 1 year each

EARLY TERMINATION RIGHT: The Board shall have the right to terminate each agreement with 30 days written notice.

DETAIL OF SERVICES:

The Board will be launching a new initiative to increase educational outcomes for Chicago Public School students by introducing a technology-based solution to increase instructional time. The district's neighborhood schools currently offer only 914 hours of instructional time, which is the lowest urban total in the nation and 20% below the national average for urban districts. This initiative aims to expand instructional time by adding up to ninety minutes of computer-aided instruction to each school day. Students will receive computer-based instruction to build and develop their skills in math and reading. Engaging, web-based software will provide individualized and self-paced instruction at the level of each student.

The Board will implement this initiative across the District, beginning with a pilot during the 2010-2011 school year.

SCOPE OF SERVICES:

Vendors shall provide software licenses, training, implementation and technical support to participating schools and supporting central office departments. Vendors were evaluated both on the quality of their proposed software program and on their ability to fully implement their proposed software program. Given the district's diversity, the Board selected multiple vendors and will offer schools the opportunity to choose the solutions that best fit their needs. The Office of the CEO, in collaboration with the Office of Teaching and Learning, will provide expert advice as to which products will be most effective in individual schools and areas.

Vendors shall provide research-based software that users will access online which focuses on conceptual learning in literacy and/or mathematics. The software shall be easily navigable by students and require little adult supervision. The software shall align with appropriate state and/or national standards and provide age-appropriate curricula which is adaptive and regularly tracks student progress. The software shall provide reporting that will allow school and district staff to better understand student needs and student progress. Vendors shall also provide full cooperation with integration of the software into the District's data and security systems.

Vendors will provide implementation, training, and technical support to District, Area, and School staff in the following ways: a project management team and development of a key performance indicator report to support timely implementation; end-user and technical training for school and District staff, and a comprehensive train-the-trainer model for District staff to ensure ongoing and broad understanding, and ongoing basic technical assistance to support the user experience. This list is not meant to be exhaustive, but merely illustrative of types of supports that may be provided.

OUTCOMES:

Total instructional hours, particularly engaged academic instructional hours have been shown to positively impact student outcomes. The additional learning opportunities services shall increase the reading and math proficiency of participating students, as measured through the software's progress monitoring tools as well as summative and formative district-wide assessments.

Vendors will be assessed on performance metrics that include, but are not limited to

- % of students in the top half of Scantron performance (math, reading)
- % of students who meet expected gains on Scantron (math, reading)
- % of students who meet or exceed on ISAT (math, reading)
- % of schools receiving adequate training prior to launch
- % of high priority technology service calls addressed in target timeframes

COMPENSATION: Vendors shall be paid in accordance with the pricing set forth in their agreement, not to exceed the sum of \$900,000 in the aggregate for all Vendors.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements, including any indemnification to be provided to Vendors. Authorize the President and Secretary to execute the agreements. Authorize the Deputy CEO to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION: Pursuant to Section 6.2 of the Remedial Program for the Minority and Women Business Enterprise Contract Participation (M/WBE Plan), the per contract and Category Goals method for M/WBE participation will be utilized. The M/WBE participation goals for this contract include: 15% total MBE and 5% total WBE.

The Following list of pool vendors have committed to the following

MIND Research Institute
EXEMPT (501C)

Houghton Mifflin Harcourt Publishing Company

Total 15% MBE
ZeroChaos
420 South Orange Ave #600
Orlando, FL 32801

Carnegie Learning, Inc.

Total 15% MBE
Total 5% WBE
*Have not identified firms

Headsprout, Inc.

Total 20% MBE
Major Armstead
2901 Delphi Court
Olympia Fields, IL 60461

Total 6.5% WBE
Erika Cost
3645 N. Damon #1
Chicago, IL 60618

LSC REVIEW: Local School Council approval is not applicable to this report

FINANCIAL: Charge to Chief Education Office Fiscal Year 2011
Budget Classification: 10810-331-53306-222010-430104 Source of Funds Title I ARRA

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

10-0825-PR9

FINAL

**APPROVE PAYMENT TO CITADEL INFORMATION MANAGEMENT
FOR SERVICES PROVIDED TO THE OFFICE OF THE BOARD**

THE OFFICE OF THE BOARD REPORTS THE FOLLOWING DECISION

Approve payment to Citadel Information Management ("Citadel") for services provided to the Office of the Board of Education of the City of Chicago for the period of July 1, 2010 through April 24, 2011 for an amount not to exceed \$13,000.00. Citadel will provide destruction of records pursuant to Records Disposal Certificate issued December 9, 2009 by the Local Records Unit of Illinois State Archives. The Board and Citadel entered into an agreement for document destruction services dated April 24, 2007 for a two (2) year term ending April 24, 2009 (authorized by 07-0605-CPOR-297). The original agreement was thereafter extended for an additional two (2) year period ending April 24, 2011 (authorized by 09-0429-CPOR-809); these services are being provided pursuant to that Extension Agreement.

Citadel Information Management
Vendor#: 99031
Citadel Information Management
827 Blackhawk Drive
Westmont, IL 60559-1119

Budget Classification: 10110-115-54125-231004-000000 FY 2010 \$ 2,587 90
Budget Classification: 10110-115-54125-231004-000000 FY 2011 \$10,412 10
Source of Funds: Board of Education/Services-Professional and Technical

LSC REVIEW: Local School Council approval is not applicable to this report

AFFIRMATIVE ACTION: A review of Minority and Women Business Enterprise participation was precluded due to prior execution of extension agreement

10-0825-PR10

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH ILLINOIS RESTAURANT ASSOCIATION EDUCATION FOUNDATION FOR EDUCATIONAL SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Illinois Restaurant Association Educational Foundation (IRAEF), a not-for-profit foundation, to provide consulting services to the Office of College and Career Preparation at a cost not to exceed \$168,999.00. Illinois Restaurant Association Educational Foundation was selected on a non-competitive basis and approved by the Non-Competitive Procurement Review Committee (NCPRC). A written document exercising this option is currently being negotiated. No payment shall be made to Consultant prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

CONSULTANT: Illinois Restaurant Association Educational Foundation
33 West Monroe, Suite 250
Chicago, Illinois 60603
(312) 787-4000 x 137
Vendor # 25249

USER: Office of College and Career Preparation
125 South Clark Street, 12th floor
Chicago, Illinois 60603
Eileen Rudden, Acting Officer
(773) 553-2108

ORIGINAL AGREEMENT: The original agreement authorized by Board Report 09-0826-PR20 in the amount of \$168,999 was for a term commencing on September 1, 2009 and ending on August 31, 2010. This agreement has three (3) options to renew for periods of one year each. The original agreement was awarded on a non-competitive basis because there are no other national or local organizations that offer this same type of service.

OPTION PERIOD: The term of this agreement is being extended for 1 year commencing September 1, 2010 and ending August 31, 2011.

OPTION PERIODS REMAINING: There are 2 option periods remaining for a term of 1 year each.

SCOPE OF SERVICES: IRAEF will continue to provide intense work-based learning opportunities and national certifications for students, professional development experiences for teachers, and logistics management for career connecting activities. IRAEF will connect CPS students with restaurant industry professionals in order to increase the number of students matriculating into college and transitioning into viable careers by delivering work-based learning opportunities that includes job shadowing and internship opportunities in a variety of restaurants, providing quarterly an summer professional development experiences for teacher and providing logistics management for career connecting activities including guest speakers competitions, showcases and restaurant industry-based events.

DELIVERABLES: IRAEF will continue to deliver the following: internships in a variety of food service establishments with a focus on entry-level management; internship certificates; job readiness and life skills training; hospitality scholarship workshops; restaurant management professional development for teachers; logistics management for the mayor's Showcase Dinner, ProStart Invitational and other restaurant management related work-based learning experiences; logistics management of restaurant management guest speakers and field trips; coordination of national examination administration, and monthly progress reports.

OUTCOMES: Students participating in this program will have the opportunity to receive job readiness and soft skills training, job shadowing and work-based learning experiences, prearranged interviews at food service establishments, certificates of completion that enhance their opportunity to be hired by industry, guest speakers and mentors. Teachers will receive increased content area knowledge and professional development opportunities.

COMPENSATION: Consultant shall be paid during this option period as follows: three payments of \$56,333.00 each due in December 2010, March 2011 and June 2011, total not to exceed the sum of \$168,999.00.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written option agreement. Authorize the President and Secretary to execute the option agreement. Authorize the President and Secretary to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION: Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions do not apply to those vendors who operate as Not-for-Profit organizations. This agreement is exempt from M/WBE review

LSC REVIEW: Local School Council approval is not applicable to this report

FINANCIAL: Charge to College and Career Preparation: \$51,700.00 Fiscal Year: 2010-2011
Budget Classification: 13727-369-54125-221021-474552 Source of Funds: Perkins Grant
Charge to College and Career Preparation: \$117,299
Budget Classification: 13727-369-54125-140006-474552

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

10-0825-PR11

**APPROVE ENTERING INTO AN AGREEMENT WITH LEARNING POINT ASSOCIATES
FOR TECHNOLOGY DEVELOPMENT AND TRAINING**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Learning Point Associates to provide consulting services to the Department of College and Career Preparation at a cost not to exceed \$245,000. Consultant was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

CONSULTANT: Learning Point Associates
1120 East Dehl, Suite 200
Naperville, IL 60563
Phone: 630 649-6500
Contact Person: Kelly Sparks
Vendor Number: 33897

USER: Department of College and Career Preparation
125 S. Clark, 12th floor
773.553.3903
Contact Person: Aarti Dhupelia

TERM: The term of this agreement shall commence on the date the agreement is signed and shall end 12 months thereafter.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES: Learning Point Associates will develop a comprehensive Career and Technical Education (CTE) Warning System. The Early Warning System will include both diagnostic and early action tools that connect interventions directly targeting students, teachers, programs and schools. The diagnostic and early action tools will be developed in alignment with existing CTE success metrics and key performance indicators.

DELIVERABLES:

Learning Point Associates will provide:

- Data support for Career and Technical Education in the Department of College and Career Preparation
- Data support for the Office of Performance Management, High School Area Offices, and High Schools

To this end, Learning Point Associates will:

- Identify the data required for the Early Warning System, data sources and data collection protocols
- Develop the protocols necessary for cleaning data to generate metrics for diagnostic tools and warning indicators for action tools
- Develop metrics and indicators for the Early Warning System
- Develop the diagnostic tools and early action tools for the Early Warning System to integrate with the existing CTE web-based delivery system
- Facilitate strategy sessions to identify appropriate interventions and linkages to the Early Warning System
- Develop the rollout strategy and process for obtaining buy-in.
- Provide initial strategy for training plan

OUTCOMES: Consultant's services will allow district and school personnel to measure progress, identify areas of concern, and target resources and change practice to address the areas of concern ultimately resulting in improved program quality and increased student success.

COMPENSATION: Consultant shall be paid as follows: an hourly rate of \$120 at a cost not to exceed the sum of \$245,000.

REIMBURSABLE EXPENSES: None

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Officer of the Office of College and Career Preparation to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization

LSC REVIEW: Local School Council approval is not applicable to this report

FINANCIAL: Charge to The Department of College and Career Preparation \$245,000 Fiscal Year 2011
Budget Classification: 13727-369-54125-221021-474549
Source of Funds: Perkins Grant 13727

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

10-0825-PR12

AMEND BOARD REPORT 10-0526-PR17

AMEND BOARD REPORT 09-1216-PR25

APPROVE EXERCISING THE OPTION TO RENEW A SOFTWARE LICENSE AGREEMENT WITH CITYSPAN, INC.

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the software license and product development agreement with Cityspan, Inc. Cityspan shall customize and manage software to be used by Office of Extended Learning Opportunities (OELO) at a cost for the option period not to exceed \$310,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This May 2010 amendment is necessary to revise the contact information and budget classifications. No written amendment is required.

This August 2010 amendment is necessary to allow the OELO to provide student level data files designated by the Chief Performance Officer to Cityspan. A written amendment to the option document is required. There is no additional cost associated with this amendment. No additional data will be provided prior to the execution of the written amendment. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this amended Board Report.

VENDOR:

- 1) Vendor # 97779
CITYSPAN TECHNOLOGIES
2437 DURANT AVE., STE 206
BERKELEY, CA 94704
Mark Min
510-665-1700

USER:

Office of Extended Learning Opportunities
125 S Clark
Chicago, IL 60603

Contact : Jocelyn R. Basley
Phone: 773-553-2127

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 09-0128-PR13 as amended by 09-0527-PR22) in the amount of \$327,030 is for a term commencing on the date the agreement is signed and shall end January 1, 2010, with the Board having 2 options to renew for periods of 1 year each.

OPTION PERIOD:

The term of this agreement is being extended for 1 year commencing on January 2, 2010 and ending January 1, 2011.

OPTION PERIODS REMAINING:

There is 1 option period for 1 year remaining.

SCOPE OF SERVICES:

Cityspan will continue to provide software to the Chicago Public Schools Office of Extended Learning Opportunities to support the management of After School Programs and Supplemental Educational Services.

The software will continue to give 542 Chicago Public Schools access to a student level attendance and data management system. The customized software will meet the data collection and reporting requirements of the Department including reports to automate the tracking of key performance indicators. Cityspan shall develop site-level and administrative reports that will support SES, ASAS, and CSI afterschool reporting requirements. Cityspan shall also develop an enhanced RFP system for ASAS and CSI. Cityspan shall prepare Annual Performance Reviews for OELO's 21st Century CLC schools and transfer the results in the PPICS reporting system.

In addition to the above services, Vendor will develop customizable, aggregate reports for the partner agencies providing services and programs, including Department of Family and Support Services, After School Matters, Chicago Park District, and Chicago Public Libraries. These reports will allow partner agencies to assess overall characteristics of program participants and academic progress of participants.

DELIVERABLES:

The Vendor will continue to deliver a data management system that meets OELO's requirements for managing SES and OST programs. The Vendor will continue to modify and improve the software in response to OELO requests for custom data-entry, navigation and reporting features. The Vendor will continue to export data sets that meet the accountability requirements of the Illinois State Board of Education and US Department of Education.

OUTCOMES:

The software will allow OELO and schools to analyze the size, scope and impact of its programs and help shape decisions regarding program improvements. Using key indicators, including student-level assessment data, OELO will identify schools that are performing above and below expectations; develop school level technical assistance plans; and set funding priorities that leverage strengths and remedy program weaknesses. The outcome of OELO's use of the software will be a higher level of transparency and accountability across schools and programs, and targeted interventions that will improve program quality and student success.

The software will also allow OELO to meet accountability standards set by the Illinois State Board of Education (for SES programs) and the US Department of Education (for 21st Century CLC programs). Data from the software will be exported to meet requirements of both agencies.

COMPENSATION:

Vendor shall be paid during this option period a fee not to exceed the sum of \$310,000

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document and amendment. Authorize the President and Secretary to execute the option document and amendment. Authorize the Officer of OELO to execute all ancillary documents required to administer or effectuate this option agreement. Authorize the Chief Performance Officer to designate data files to be transferred and to execute all ancillary documents required to administer or effectuate the transfer of the data files.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is exempt from MBE/WBE review. The unique nature of the software makes it inappropriate to apply other vendor selection criteria

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Office of Extended Learning Opportunities: \$310,000

11375-332-54125-390011-430089-2010	\$68,200.00
11375-332-54125-266209-430083-2010	\$213,900.00
11375-115-54125-150006-000000-2010	\$27,900.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0825-PR13

**APPROVE ENTERING INTO AGREEMENTS WITH ISBE-APPROVED SUPPLEMENTAL
EDUCATIONAL SERVICE PROVIDERS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION.

Approve entering into agreements with various educational and instructional providers to provide Supplemental Educational Services (SES) to students attending NCLB-eligible schools at an aggregate cost not to exceed \$50,000,000. Providers were identified on the Approved List of Supplemental Educational Service Providers for the 2010-2011 School Year issued by the Illinois State Board of Education as required under the No Child Left Behind Act. Written master agreements for each Provider's services are currently being negotiated. No services shall be rendered by any Provider and no payment shall be made to any Provider prior to the execution of such Provider's written master agreement. Information pertinent to these agreements is stated below.

USER:

Office of Extended Learning Opportunities
125 S Clark
Chicago, IL 60603

Contact : Paige Ponder
Phone: 773-553-2078
Project Manager: Erick Dorris
Phone: 773-553-2639

TERM:

The term of each agreement shall commence on the date that the agreement is signed and shall end June 30, 2011.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate each agreement with 30 days written notice.

SCOPE OF SERVICES:

Supplemental Educational Services (SES) are a component of Title I of the Elementary and Secondary Education Act (ESEA) as reauthorized by the No Child Left Behind Act (NCLB) that provides additional academic instruction outside of the regular school-day to increase the academic achievement of students in low-performing schools. These services may include academic assistance such as tutoring, remediation and other educational interventions. SES must be consistent with the content and instruction of Chicago Public Schools and aligned with the Illinois State Board of Education's academic content standards. Providers will furnish SES in mathematics, reading and science, based on the scope of services developed and approved by the Illinois State Board of Education. Providers will provide tutoring and other high-quality academic enrichment services during non-school hours.

DELIVERABLES:

Deliverables will vary for each Provider. The Office of Extended Learning Opportunities will monitor receipt of the deliverables. Deliverables that are common to all of the Providers are:

- 1) A supplemental support program in reading, mathematics and/or science selected by parents.
- 2) Individualized or small group instruction through tutoring and other high quality academic enrichment services and instruction materials.
- 3) Assessment and feedback to schools and parents regarding progress of their children.

Parents of students who are eligible under the No Child Left Behind Act shall have the right to select any one of the Providers or the Chicago Public Schools to provide supplemental services to their child and notify the Office of Extended Learning Opportunities of such selection. In the event parental requests for services exceed available resources, parent selections will be prioritized in accordance with NCLB guidelines. Students to be served shall include students in the general population, students currently receiving specialized services, and English language learners who need additional support in order to be successful. All services will be rendered in accordance with the guidelines that the United States Department of Education and the Illinois State Board Education have established.

OUTCOMES:

Providers' services will result in improved overall academic performance and increased achievement on standardized tests, improved student confidence and positive attitude through self-paced progress and achievement.

COMPENSATION:

Providers will be compensated on a cost per hour per student basis as identified in their respective agreements and based on invoices with supporting documentation validated at the school level. The total compensation payable to all Providers shall not exceed the aggregate amount of \$50,000,000.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Director of Extended Learning Opportunities to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2.3 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Plan), tuition-based programs and payments to other educational institutions are exempt from MBE/WBE review.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Source of Funds: No Child Left Behind (NCLB)

11390-332-54125-290020-430114-2011

\$50,000,000.00

CFDA# : 84.010A

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- | | |
|--|---|
| <p>1) Vendor # 13127
A PLUS EDUCATION CENTERS
515 S. HOUGH ST.
BARRINGTON, IL 60010
Anthony Baldassano
847-991-0859</p> | <p>7) Vendor # 46955
ASPIRA INC. OF ILLINOIS
2415 N MILWAUKEE AVENUE
CHICAGO, IL 60647
Luis Flores
773-252-0970</p> |
| <p>2) Vendor # 12863
A+ TUTORING SERVICE, LTD.
7650 CURRELL BLVD. STE 250
WOODBURY, MN 55125
Bonnie Vandervogte
651-738-0149</p> | <p>8) Vendor # 44771
ASSOCIATION HOUSE OF CHICAGO 1
1116 NORTH KEDZIE AVE
CHICAGO, IL 60651
Harriet Sadauskas
773-772-7170X2260</p> |
| <p>3) Vendor # 63180
ADELANTE EDUCATIONAL SERVICES,
LLC
22601 SUMMERFIELD
MISSION VIEJO, CA 92692
Glen Hatton
949-291-0481</p> | <p>9) Vendor # 63183
Academic Advantage, The
P.O. BOX 882045
LOS ANGELES, CA 90009
Fred Andreasson
866-788-8677</p> |
| <p>4) Vendor # 30001
AFRICAN AMERICAN IMAGES, INC
P.O. BOX 1799
CHICAGO HEIGHTS, IL 60412
Jakawnza Kunjufu
708-672-4909</p> | <p>10) Vendor # 12497
BABBAGE NET SCHOOL
5940 WEST TOUHY AVE, STE 200
NILES, IL 60714
Kabir Kassam
631-642-2029</p> |
| <p>5) Vendor # 63184
ALL CHILDREN CAN LEARN, INC
4748 SOUTH WOODLAWN AVE., #2E
CHICAGO, IL 60615
Kimberly Jefferson
773-988-8075</p> | <p>11) Vendor # 36033
BLACK STAR PROJECT, THE
3509 S. KING DRIVE., STE 2B
CHICAGO, IL 60653
Phillip Jackson
773-285-9600</p> |
| <p>6) Vendor # 33506
ALTERNATIVES UNLIMITED, INC.
3670 NORTH RANCHO DR., STE 101
LAS VEGAS, NV 89130
Lisa Platt
702-656-3437</p> | <p>12) Vendor # 10200
BOARD OF EDUCATION OF THE CITY
125 SOUTH CLARK STREET
CHICAGO, IL 60603
Denis Belkofer
773-553-3274</p> |

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|---|---|
| <p>13) Vendor # 66021
BRAIN HURRICANE, LLC
1 EAST ERIE ST., #480
CHICAGO, IL 60611
Andrew Howard
312-527-0853</p> | <p>19) Vendor # 91588
CENTER OF HIGHER DEVELOPMENT
P.O. BOX 490947
CHICAGO, IL 60649
Qiana Gillespie
312-749-8992</p> |
| <p>14) Vendor # 38684
BRAINFUSE, INC
271 MADISON AVENUE, 3RD FLOOR
NEW YORK, NY 10016
Jack Rothstein
212-481-4870</p> | <p>20) Vendor # 14964
CENTRAL STATES SER
3948 W 26TH ST., STE 213
CHICAGO, IL 60623
Ariel Nieves
773-542-9030</p> |
| <p>15) Vendor # 85081
BREAKTHROUGH URBAN MINISTRIES
INC
P.O. BOX 47200
CHICAGO, IL 60647
Marcie Curry
773-722-1144</p> | <p>21) Vendor # 91303
CHESS ACADEMY LLC DBA HO MATH
AND CHESS OF ILLINOIS
5825 WEST PATTERSON AVE
CHICAGO, IL 60634
John Buky
773-414-2967</p> |
| <p>16) Vendor # 42462
BRILLIANCE ACADEMY OF MATH AND
ENGLISH
5940 WEST TOUHY., STE 200
NILES, IL 60714
Kabir Kassam
877-959-7464</p> | <p>22) Vendor # 25624
CHILDREN'S HOME & AID SOCIETY OF
ILLINOIS
125 S WACKER DR., 14TH FLOOR
CHICAGO, IL 60606
Houri Gueyikian
312-424-6861</p> |
| <p>17) Vendor # 23525
CAMBRIDGE EDUCATIONAL SERVICES
2720 RIVER ROAD, SUITE 36
DES PLAINES, IL 60018
Jim Giovanni
847-299-2930</p> | <p>23) Vendor # 42465
CLUB Z! IN-HOME TUTORING SERVICES.
INC
15310 AMBERLY DRIVE., STE 185
TAMPA, FL 33647
Carolyn Walden
800-434-2582</p> |
| <p>18) Vendor # 96618
CARTER, REDDY & ASSOCIATES, INC
24123 GREENFIELD RD. STE 307
SOUTHFIELD, MI 48075
Jethella Nolan
866-903-7323</p> | <p>24) Vendor # 81399
COMP ED II Inc
1226 SOUTH BLUE ISLAND AVENUE
CHICAGO, IL 60608
Byung-In Seo
773-972-3052</p> |

- | | |
|---|---|
| <p>25) Vendor # 37013
D.K.Y. DEVELOPERS
19912 EVERETT LANE
MOKENA, IL 60448
Dorothy Appiah
708-479-3701</p> | <p>31) Vendor # 63123
EMPOWERMENT LEARNING SERVICES
LLC
5105 EAST SAHARA AVE., STE 144
LAS VEGAS, NV 89142
Sue Goodman
313-732-7332</p> |
| <p>26) Vendor # 68924
EDISONLEARNING, INC
485 LEXINGTON AVENUE 2ND FL
NEW YORK, NY 10017
Traci Koon
773-531-7792</p> | <p>32) Vendor # 48825
FAILURE FREE READING
140 CABARRUS AVE WEST
CONCORD, NC 28025
Joseph Lockavitch
704-786-7838</p> |
| <p>27) Vendor # 76718
EDUCATE ONLINE
1001 FLEET STREET
BALTIMORE, MD 21202
Joe Poling
410-843-2642</p> | <p>33) Vendor # 63186
GRADE RESULTS, INC
1316 NEWPORT DRIVE
CARROLLTON, TX 75006
Suzanne McElyea
800-928-5570</p> |
| <p>28) Vendor # 76361
EDUCATIONAL ESSENTIALS DBA
CHANNEY JOHNSON
6803 S. MICHIGAN AVE.
CHICAGO, IL 60637
Channey Johnson
404-808-9710</p> | <p>34) Vendor # 25233
HUNTINGTON LEARNING CENTERS, INC
496 KINDERKAMACK RD
ORADELL, NJ 07649
Ariana Junco
201-261-8400X513</p> |
| <p>29) Vendor # 85085
EDUCATIONAL RESOURCES, LTD.
12531 LUCILLE LANE
PALOS PARK, IL 60464
Beth Brodecki
708-226-0422</p> | <p>35) Vendor # 91055
INNOVATIVE EDUCATIONAL PROGRAMS
DBA LEARNING ALLIANCES
287 CHILDS RD
BASKING RIDGE, NJ 07920
Gerry Galderisi
908-630-9600</p> |
| <p>30) Vendor # 41806
EDUCATIONAL SPECIALTIES, INC M
9923 - 27 S. WOOD
CHICAGO, IL 60643
Eugene Scruggs
773-445-1000</p> | <p>36) Vendor # 97937
LITERACY FOR ALL, INC
22223 WEST WHITE PINE RD
KILDEER, IL 60047
Jeannie Gallo
847-438-0395</p> |

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|---|--|
| <p>37) Vendor # 63152
 ILEARNED ONLINE, LLC
 4153 MONARCH AVENUE
 CANTON, MI 48188
 Shirin Khan
 734-786-3003</p> | <p>43) Vendor # 91415
 ORION'S MIND LLC
 1452 WEST WILLOW AVE
 CHICAGO, IL 60642
 Adam Paris
 773-969-4623</p> |
| <p>38) Vendor # 12816
 KNOWLEDGE POINTS (BIG SHOULDERS
 LEARNING, INC.
 924 W MONTANA
 CHICAGO, IL 60614
 Tom Koleno
 773-306-8665</p> | <p>44) Vendor # 63373
 PLATFORM LEARNING, LLC
 2328 EAST FAIRMONT AVE.
 BALTIMORE, MD 21224
 Ramon Dourado
 312-637-9320</p> |
| <p>39) Vendor # 85052
 MAINSTREAM DEVELOPMENT
 EDUCATIONAL GROUP
 4680 WEST BRADLEY RD., STE 203
 BROWN DEER, WI 53223
 Ralph Beverly
 414-371-9724</p> | <p>45) Vendor # 20824
 PROGRESSIVE LEARNING
 2525 MICHIGAN AVE., BLDG G8 UNIT 6
 SANTA MONICA, CA 90404
 Ralph Fagan
 310-315-1440</p> |
| <p>40) Vendor # 79763
 KRE & ASSOCIATES, INC DBA AHEAD OF
 THE CLASS SERVICES
 430 SOUTH LAKE
 GARY, IN 46403
 Kenneth Edwards
 219-938-6739</p> | <p>46) Vendor # 33513
 REACH FOR TOMORROW
 13888 LEWIS MILL WAY
 CHANTILLY, VA 20151
 Peter Underwood
 703-818-1425</p> |
| <p>41) Vendor # 21313
 NELCORP, INC.
 342 AMBLESIDE DRIVE
 ROSELLE, IL 60172
 Sandra Nelson
 773-388-1010</p> | <p>47) Vendor # 96617
 RISDON ENTERPRISES LLC DBA
 HUNTINGTON LEARNING CENTER
 3735 PARADOR DR.
 NAPERVILLE, IL 60564
 Carter Risdon
 630-551-4145</p> |
| <p>42) Vendor # 46666
 NON-PUBLIC EDUCATIONAL SERVICES,
 INC
 27 CONGRESS STREET., STE 310
 SALEM, MA 01970
 Rob Crosby
 978-741-7161</p> | <p>48) Vendor # 79770
 ROCKET LEARNING PARTNERS, LLC
 1048 WEST 37TH STREET., STE 303
 CHICAGO, IL 60609
 Matthew Fields
 786-228-7756</p> |

- | | |
|--|--|
| <p>49) Vendor # 88850
SCHOOL SERVICE SYSTEMS
1011 S. LEWIS AVE.
LOMBARD, IL 60148
Rob Lee
618-224-7970</p> | <p>55) Vendor # 36703
CHICAGO KIDS TEK, INC. D/B/A/
COMPUTER TOTS/COMPUTER
EXPLORERS
P.O. BOX 535
FLOSSMOOR, IL 60422
Tandy Green
708-957-5412</p> |
| <p>50) Vendor # 63256
ACADEMIC SOLUTIONS
2338 WEST MORSE AVENUE UNIT 3C
CHICAGO, IL 60645
Jermaine Young
773-469-1943</p> | <p>56) Vendor # 97955
IMAGINE LEARNING
191 RIVER DRIVE
PROVO, UT 84604
Emily Bybee
866-377-5071</p> |
| <p>51) Vendor # 96620
SES OF ILLINOIS INC
760 NORTH FRONTAGE RD., STE 102 +
103
WILLOWBROOK, IL 60527
Mark Fiebig
630-675-8711</p> | <p>57) Vendor # 63185
THINKING SMARTER, INC. SYLVAN & ACE
IT! SOUTH SIDE
17936 SOUTH HALSTED
HOMEWOOD, IL 60430
Kelly Shereyk
708-798-0238</p> |
| <p>52) Vendor # 91707
SMART KIDS, INC
556 WEST 31ST STREET
CHICAGO, IL 60616
Dan Gonzalez
312-225-3838</p> | <p>58) Vendor # 63216
L.E.A.P.S LEARNING
1800 HARTMANN DRIVE
SCHAUMBURG, IL 60193
Eric Howard
888-549-9990</p> |
| <p>53) Vendor # 63217
AK LEARNING SOLUTION, INC DBA
SYLVAN LEARNING CENTER
6183 NORTH LINCOLN AVENUE
CHICAGO, IL 60659
Dawn Rendell
219-322-6909</p> | <p>59) Vendor # 42485
TRAIN UP A CHILD/ THE HOMEWORK
MASTERY CENTER
12508 PAYTON
DETROIT, MI 48224
Ruth Lawton
313-372-3861</p> |
| <p>54) Vendor # 76712
SPANISH LEARNING CENTER, INC
4047 WEST 58TH STREET
CHICAGO, IL 60629
Paola Ferguson
866-893-5501</p> | <p>60) Vendor # 95149
SCHOLARS FOR THE 21ST CENTURY.
LLC
3124 WEST 141ST STREET
BLUE ISLAND, IL 60406
Yvonne Burks
708-275-7005</p> |

- 61) Vendor # 68385
SPC CONSULTING, LLC
737 NORTH MICHIGAN AVE., STE 1925
CHICAGO, IL 60611
Nely Bergsma
312-306-9996
- 62) Vendor # 76707
TUTORIAL SERVICES, INC
166 SOUTH INDUSTRIAL DRIVE
SALINE, MI 48176
Thomas Allor
313-292-2076
- 63) Vendor # 36928
UNPARALLELED SOLUTIONS, INC
8136 OLD MILL RD.
FRANKFORT, IL 60423
Venetia Clark
708-642-8170
- 64) Vendor # 68621
WAC SCHOLAR PROGRAM / C+T
AFTERSCHOOL + TUTORING
15525 SOUTH PARK., STE 103B
SOUTH HOLLAND, IL 60473
Lynna Tyler
708-331-3313

10-0825-PR14

AMEND BOARD REPORT 10-0623-PR37
APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS TO PROVIDE SCHOOL
COMMUNITY WATCH SERVICES FOR DESIGNATED NEIGHBORHOODS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various vendors to provide school community watch services in thirteen designated neighborhoods at cost not to exceed \$4,700,000.00. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements are currently being negotiated. No services shall be provided by any Vendor and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This August 2010 amendment is necessary to authorize an amendment to the agreement with The Black Star Project to add Tilden High School in the New City Community to the scope of services and increase the compensation for providing services to this school. This amendment is also a ratification of The Black Star Project providing services to Tilden High School as of the effective date of their agreement. A written amendment to the agreement with The Black Star Project is required. The authority granted herein shall automatically rescind in the event the written amendment is not executed within 90 days of the date of this amended Board Report. This amendment is also necessary to delete three providers from the Board Report: Black United Fund of Illinois (#4); Little Black Pearl Workshop (#10); and Westside Health Authority (#14).

Specification Number : 10-250009
Contract Administrator : Craig Holloway / 773-553-2903

USER:

Office of School Safety and Security
125 S Clark St - 1st Floor
Chicago, IL 60603

Contact : Vaughn Bryant
Phone: 773-553-1167

TERM:

The term of each agreement shall commence upon the date of execution and end July 31, 2011. The agreements shall have one (1) option to renew for a period of twelve (12) months.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate the agreements with 30 days written notice

SCOPE OF SERVICES:

The Board has conducted a thorough assessment of the violence-related risks posed to CPS high school students both inside and outside of the school. In response to data-based research and community discussions, the Board is executing a safety and security strategy designed to focus resources on two ultimate goals:

1. Reduce the likelihood that high-risk Chicago Public School students will become victims of violent incidents; and
2. Create a safe, secure, and supportive school environment to increase student attendance and improve academic performance.

To achieve these goals, the Board has outlined the following three initiatives:

1. Mentorship and advocacy for high school students at risk of engaging in or becoming victims of aggressive behavior, truancy, suspension, and expulsion;
 2. Development of a safe school environment that contributes to a student excelling academically; and
- Creation of safe passages to provide safer arrival and dismissal times.

I. Community Watchers: Vendors will deploy community watch staff (Community Watchers or Watchers) throughout Board-designated safety routes to supervise students traveling to and from school grounds. Such supervision will occur during school arrival and dismissal. Such supervision will vary depending on the individual school's arrival and dismissal times.

II. Outreach Management Services: At the direction of the Board, vendors shall provide outreach services for students with five (5) or more unexcused absences. The outreach services will include administering assessments to discover the circumstances that led to the students' absences and communicating such assessments to the appropriate bodies.

DELIVERABLES:

Community Watchers duties shall consist of 1) Reporting to daily assigned post(s) to assist students in traveling to and from bus stops and boarding necessary buses; 2) Monitoring designated hot spots for suspicious behavior and potential conflicts; 3) Collaborating with the CPD and CPS and reporting any known or potential conflicts to the CPD and CPS; 4) Submitting a daily electronic incident report as well as a weekly electronic report which will include the number and description of incidents, responses to incidents, a list and description of troubled buildings, and an explanation of potential conflicts the Community Watchers suspect will occur in the near future; and 5) Wearing a uniform and/or having official identification that clearly identifies their status as Community Watchers.

OUTCOMES:

Vendor services shall result in 1) increased attendance, 2) decreased violent incidents involving CPS students, and 3) increased student perception of safety traveling to and from school.

COMPENSATION:

Vendor shall be paid as specified in their agreement. Total compensation to all vendors shall not exceed the sum of \$4,700,000.00.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements and amendment. Authorize the President and Secretary to execute the agreements and amendment. Authorize Chief Executive Officer or the Student Safety & Security Officer to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

The goals for this agreement are 40% total MBE and 10% total WBE participation. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a monthly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Office of School Safety and Security
Source of Funds: ARRA Title I Federal Grant
Budget Classification: 10615.331.54125.212017.430105

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- | | |
|---|--|
| <p>1) Vendor # 37537
ALLIANCE FOR COMMUNITY PEACE
509 W. ELM STREET
CHICAGO, IL 60610
Rev. Dr. Walter B Johnson
312-943-8530</p> | <p>8) Vendor # 39823
INNER CITY YOUTH DEVELOPMENT, INC
2559 W. 79TH STREET, SUITE 105
CHICAGO, IL 60652
Robin Aikens
773-434-1620</p> |
| <p>2) Vendor # 11359
CATHOLIC BISHOP-SAINT SABINA
1210 WEST 78TH
CHICAGO, IL 60620
Leonard Langston
773-483-4333</p> | <p>9) Vendor # 96888
LEAVE NO VETERAN BEHIND
19 SOUTH LASALLE, STE 500
CHICAGO, IL 60603
Eli H. Williamson
312-379-8652</p> |
| <p>3) Vendor # 36033
BLACK STAR PROJECT, THE
3509 S. KING DRIVE., STE 2B
CHICAGO, IL 60653
Phillip Jackson
773-285-9600</p> | <p>10) Vendor # 25990 LITTLE BLACK PEARL
WORKSHOP, 1060 EAST 47TH STREET
CHICAGO, IL 60653
Monica Haship
773-285-1211</p> |
| <p>4) Vendor # 22140 BLACK UNITED FUND OF
ILLINOIS 1809 E. 71ST STREET CHICAGO,
IL 60649
Herry English 773-324-0494</p> | <p>11) Vendor # 96855
NEHEMIAH RESTORATION COALITION
211 EAST 115TH STREET
CHICAGO, IL 60628
Valerie B. Love
773-568-7589</p> |
| <p>5) Vendor # 36635
CLARETIAN ASSOCIATES, INC
9108 S. BRANDON AVENUE
CHICAGO, IL 60617
Angela Hurlock
773-734-9181</p> | <p>12) Vendor # 24429
PROLOGUE, INC.
1135 NORTH CLEAVER
CHICAGO, IL 60642
Dr. Nancy B. Jackson
773-935-9925</p> |
| <p>6) Vendor # 16973
HABILITATIVE SYSTEMS INC M
415 S KILPATRICK
CHICAGO, IL 60644
Karen Barbee-Dixon
773-261-2252</p> | <p>13) Vendor # 24075
United Neighborhood Organization
954 W. WASHINGTON
CHICAGO, IL 60607
Juan Rangel
773-731-1742</p> |
| <p>7) Vendor # 85062
HOPE ORGANIZATION
9231 S. COTTAGE GROVE
CHICAGO, IL 60619
Roosevelt Watkins III
773-487-8441</p> | <p>14) Vendor # 20226 WESTSIDE HEALTH
AUTHORITY 5417 WEST DIVISION
STREET CHICAGO, IL 60651
Jackie Reed
773-378-1878</p> |

10-0825-PR15

**APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS TO PROVIDE SCHOOL
COMMUNITY WATCH SERVICES PHASE II FOR DESIGNATED NEIGHBORHOODS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various organizations to provide School Community Watch Services (Phase II) in an additional ten designated neighborhoods at an aggregate cost not to exceed \$3,700,000.00. This is part of an overall effort to target resources toward the 38 focus schools which are most prone to violence. The Phase II neighborhoods include the Westside which completes the School Community Watch Initiative for the year. Vendors were selected on a competitive basis pursuant to Board Rule 7-2 through a duly advertised Request for Proposals (Specification No. 10-250035). No services shall be provided by and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 10-250035
Contract Administrator : Craig Holloway / 773-553-2903

USER:

Office of School Safety and Security
125 S Clark St - 1st Floor
Chicago, IL 60603

Contact : Vaughn Bryant
Phone: 773-553-1167

TERM:

The term of each agreement shall commence upon the date of execution and end July 31, 2011. The agreements shall have one (1) option to renew for a period of twelve (12) months.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

The Board has conducted a thorough assessment of the violence-related risks posed to CPS high school students both inside and outside of the school. In response to data-based research and community discussions, the Board is executing a safety and security strategy designed to focus resources on two ultimate goals: 1. Reduce the likelihood that high-risk Chicago Public School students will become victims of violent incidents; and, 2. Create a safe, secure, and supportive school environment to increase student attendance and improve academic performance.

To achieve these goals, the Board has outlined the following three initiatives: 1. Mentorship and advocacy for high school students at risk of engaging in or becoming victims of aggressive behavior, truancy, suspension, and expulsion; 2. Development of a safe school environment that contributes to a student excelling academically; and, 3. Creation of safe passages to provide safer arrival and dismissal times.

Vendors will provide services that include the following:

I. Community Watchers: Vendors will deploy community watch staff (Community Watchers or Watchers) throughout Board-designated safety routes to supervise students traveling to and from school grounds. Such supervision will occur during school arrival and dismissal times. Such supervision will vary depending on the individual schools arrival and dismissal times.

II. Outreach Management Services: Vendors may be asked to provide outreach services for students with five (5) or more unexcused absences. Outreach services will include the administration of assessments to uncover the circumstances associated with students absences and the communication of the results of such assessments to the appropriate entities.

DELIVERABLES:

Vendors will provide Community Watchers whose duties must, at a minimum, consist of: 1) Reporting to daily assigned post(s) to assist students as they travel to and from bus stops and board necessary buses; 2) Monitoring designated hot spots for suspicious behavior and potential conflicts; 3) Collaborating with the CPD and CPS and instantly reporting any known or potential conflicts to the CPD and CPS; 4) Submitting a daily electronic incident report as well as a weekly electronic report that will include the number and description of incidents, responses to incidents, a list and description of troubled buildings, and an explanation of potential conflicts the Community Watchers suspect will occur in the near future; and, 5) Wearing a uniform and/or having official identification that clearly identifies their status as Community Watchers.

OUTCOMES:

Vendors services shall result in: 1) increased student attendance; 2) decreased violent incidents involving CPS students; and, 3) increased student perception of safety traveling to and from school.

COMPENSATION:

Vendors shall be as specified in their agreement; total compensation to all Vendors shall not exceed the aggregate sum of \$3,700,000.00.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize Chief Executive Officer and School Safety and Security Officer to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

The goals for this agreement are 40% total MBE and 10% total WBE participation. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a monthly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Office of School Safety and Security - City Wide

Source of Funds: ARRA Title I Federal Grant

BudgetClassification: 10615.331.54125.212017.430105

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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|--|--|
| 1) Vendor # 37537
ALLIANCE FOR COMMUNITY PEACE
509 W. ELM STREET
CHICAGO, IL 60610
Rev Dr. Walter B. Johnson
312-943-8530 | 7) Vendor # 16973
HABILITATIVE SYSTEMS INC M
415 S KILPATRICK
CHICAGO, IL 60644
Karen Barbee-Dixon
773-261-2252 |
| 2) Vendor # 36033
BLACK STAR PROJECT, THE
3509 S. KING DRIVE., STE 2B
CHICAGO, IL 60653
Phillip Jackson
773-285-9600 | 8) Vendor # 96888
LEAVE NO VETERAN BEHIND
19 SOUTH LASALLE, STE 500
CHICAGO, IL 60603
Eli Williamson
312-379-8652 |
| 3) Vendor # 22146
BLACK UNITED FUND OF ILLINOIS
1809 E. 71ST STREET
CHICAGO, IL 60649
Henry English
773-324-0494 | 9) Vendor # 29032
NEW HOPE COMMUNITY SERVICE
2559 WEST 79TH STREET
CHICAGO, IL 60652
Brenda Golden
773-737-9555 |

- | | |
|--|--|
| <p>4) Vendor # 98684
BREAKING GROUND
3501 WEST FILLMORE
CHICAGO, IL 60624
Jeff Dennis
773-265-1370</p> | <p>10) Vendor # 24429
PROLOGUE, INC.
1135 NORTH CLEAVER
CHICAGO, IL 60642
Dr. Nancy E. Jackson
773-935-9925</p> |
| <p>5) Vendor # 39142
BRIGHTON PARK NEIGHBORHOOD
COUNCIL
4477 S. ARCHER AVE.
CHICAGO, IL 60632
Patrick Brosnan
773-523-7110</p> | <p>11) Vendor # 67932
RICHARD WOOTEN & ASSOCIATES, INC
547 EAST 75TH STREET
CHICAGO, IL 60619
Richard Wooten
773-651-3826</p> |
| <p>6) Vendor # 45510
ENLACE CHICAGO
2756 S. HARDING AVE
CHICAGO, IL 60623
Michael Rodriguez
773-542-9233</p> | <p>12) Vendor # 68496
TARGET AREA DEVCORP
1542 WEST 79TH
CHICAGO, IL 60620
Joseph L. Stanford
773-651-6470</p> |
| | <p>13) Vendor # 20228
WESTSIDE HEALTH AUTHORITY
5417 WEST DIVISION STREET
CHICAGO, IL 60651
Jackie Reed
773-378-1878</p> |
| | <p>14) Vendor # 98683
WESTSIDE MINISTERS' CONFERENCE
325 SOUTH CALIFORNIA AVE.
CHICAGO, IL 60612
George Henderson
773-265-1746</p> |

10-0825-PR16

AMEND BOARD REPORT 10-0623-PR40

AMEND BOARD REPORT 09-1028-PR19

APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS FOR THE PURCHASE OF SPECIALIZED EDUCATIONAL EQUIPMENT

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various Vendors for the purchase of specialized educational equipment, maintenance, and training services for the Office of ~~Specialized Services~~ Special Education and Supports at an aggregate cost not to exceed ~~\$1,432,418.00~~ \$1,643,418.00. These Vendors were selected on a competitive basis pursuant to Board Rule 7.2. These agreements are subject to the Board's Strategic Sourcing Policy. Written agreements for these purchases are available for signature. No goods may be ordered or received and no payment shall be made to any Vendor prior to the execution of the written agreement for that Vendor. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This June 2010 amendment is necessary to: i) add FY 2011 budget classifications; ii) increase the not to exceed amount to \$1,432,418.00 to include FY 2011 budget classifications; iii) update the funding source for one budget classification; iv) add one budget classification to purchase vision screening equipment, and v) to identify the appropriate awarded categories to School Health Corp. including categories 34, 43, 49, 52-56, 58-60.

This June 2010 amendment is also necessary to reauthorize Board authority to enter into a contract with School Health Corp. The authority granted herein shall automatically rescind as to School Health Corp. in the event their written agreement is not executed within 90 days of the date of this amended Board Report.

The August 2010 amendment is necessary to add budget classifications for two (2) Modern Schools Across Chicago schools and to increase the maximum compensation from \$1,432,418.00 to \$1,643,418.00 to include the additional funds added by the Office of Facility Operations and Maintenance in order to purchase specialty equipment for schools servicing students with disabilities. This August 2010 amendment is also necessary to update the unit name from Office of Specialized Services to Office of Special Education and Supports.

USER:

Citywide Special Education & Supports
125 South Clark Street 8th Floor
Chicago, IL 60603

Contact : Richard G. Smith
Phone: 773-553-1800

TERM:

The term of each agreement shall commence on November 1, 2009 and shall end October 31, 2011
Each agreement shall have one option to renew for a 24 month period.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate each agreement with 30 days written notice.

DESCRIPTION OF PURCHASE:

Vendors shall provide the equipment described below. The category awarded to each Vendor is indicated on the attachment.

Assistive Technology: These goods include assistive technology items such as mounting systems, adapted Braille stand-alone equipment, electronic magnification systems, and non-technology based communication books.

Health and Therapeutic: These goods include Adaptive Furniture (Changing Table and Medical Couch, Corner Chair, Adjustable Wheelchair Desk, Slant Board, Bolster Chair, Bean Bag, Stationary Seating, Sidelier, and Mobile Chairs) and Recreational Equipment (Wedges, Standers, Mobile Standers, Swing, Sensory Balls, Ball Pit, Cushions, Tubular Vibrator, Exercise Bands, Bike, Pool Chair, Foam Floor Mat, Floor Pillows, Suspension Frames, Stationary Seating, Adapted Bikes, Therapy Balls, Toileting Chair and Accessories, Lifts, Helmets, Mobile Floor Sitters, and Folding Wheelchairs).

Acoustical Enhancement: These goods include FM Classroom/Personal and FM Sound Field

Vision/Hearing Screening Equipment: These goods are designed to screen students for visual and hearing problems and include such items as Titmus, OPTEC, Insta-line, Training Cards for Michigan Preschool Test, Cards for Insta-Line, Bulbs, Occluders, Equipment for Maico, Maico, General, Audioscout, and Audiometer.

Category 1: Assistive Technology - Mounting System
Category 4: Assistive Technology - Adapted Braille Stand-Alone Equipment
Category 6: Assistive Technology - Electronic Magnification Devices
Category 8: Assistive Technology - Non-Technology Based Communication Book
Category 10: Health and Therapeutic - Adaptive Furniture -Changing Table and Medical Couch
Category 11: Health and Therapeutic - Adaptive Furniture -Corner Chair
Category 12: Health and Therapeutic - Adaptive Furniture -Adjustable Wheelchair Desk
Category 13: Health and Therapeutic - Adaptive Furniture -Slant Board
Category 14: Health and Therapeutic - Adaptive Furniture -Bolster Chair
Category 15: Health and Therapeutic - Adaptive Furniture -Bean Bag
Category 16: Health and Therapeutic - Adaptive Furniture -Stationary Seating
Category 17: Health and Therapeutic - Adaptive Furniture -Sidelier
Category 21: Health and Therapeutic - Adaptive Furniture -Mobile Chairs
Category 24: Health and Therapeutic - Recreational Equipment - Exercise mats, etc.
Category 25: Health and Therapeutic - Recreational Equipment - Wedges
Category 26: Health and Therapeutic - Recreational Equipment - Standers
Category 27: Health and Therapeutic - Recreational Equipment - Mobile Standers
Category 28: Health and Therapeutic - Recreational Equipment - Swing
Category 29: Health and Therapeutic - Recreational Equipment - Sensory Balls
Category 30: Health and Therapeutic - Recreational Equipment - Ball Pit
Category 31: Health and Therapeutic - Recreational Equipment - Cushions
Category 32: Health and Therapeutic - Recreational Equipment - Tubular Vibrator
Category 34: Health and Therapeutic - Recreational Equipment - Exercise Bands
Category 35: Health and Therapeutic - Recreational Equipment - Bike
Category 36: Health and Therapeutic - Recreational Equipment - Pool Chair
Category 37: Health and Therapeutic - Recreational Equipment - Foam Floor Mat
Category 39: Health and Therapeutic - Recreational Equipment - Floor Pillow
Category 40: Health and Therapeutic - Recreational Equipment - Suspension Frames
Category 41: Health and Therapeutic - Recreational Equipment - Stationary Seating
Category 42: Health and Therapeutic - Recreational Equipment - Adapted Bikes
Category 43: Health and Therapeutic - Recreational Equipment - Therapy Balls
Category 45: Health and Therapeutic - Recreational Equipment - Toileting Chair and Accessories
Category 46: Health and Therapeutic - Recreational Equipment - Lift
Category 47: Health and Therapeutic - Recreational Equipment - Helmets
Category 48: Health and Therapeutic - Recreational Equipment - Mobile Floor Sitters
Category 49: Health and Therapeutic - Recreational Equipment - Folding Wheelchair
Category 50: Acoustical Enhancement - FM Classroom/Personal
Category 51: Acoustical Enhancement - FM Sound Field
Category 52: Vision/Hearing Screening Equipment - Titmus

Category 53: Vision/Hearing Screening Equipment - OPTEC
 Category 54: Vision/Hearing Screening Equipment - Instaline
 Category 55: Vision/Hearing Screening Equipment - Training Cards for Michigan Preschool Test
 Category 56: Vision/Hearing Screening Equipment - Cards for Insta-line
 Category 57: Vision/Hearing Screening Equipment - Bulbs
 Category 58: Vision/Hearing Screening Equipment - Occluders
 Category 59: Vision/Hearing Screening Equipment - Equipment for Maico
 Category 60: Vision/Hearing Screening Equipment - General
 Category 61: Vision/Hearing Screening Equipment -Audioscout
 Category 62: Vision/Hearing Screening Equipment -Audiometer

OUTCOMES:

With regard to the specialized educational goods, the equipment provided by the Vendors will enable the Board to fulfill students' Individualized Education Plan requirements and will provide access for each student to participate in school learning. Vision and hearing screening goods provided by the Vendors will enable the Board to fulfill requirements of the Child Vision and Hearing Test Act which requires that all students receive vision and hearing screening services in grades specified. Students in all special education classes must be evaluated annually.

COMPENSATION:

Vendors shall be paid in accordance with the unit prices contained in their respective agreement, total not to exceed the sum of ~~\$1,432,418.00~~ \$1,643,418.00 in the aggregate for all Vendors.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Purchasing Officer and Chief ~~Specialized Services~~ Officer of Special Education and Supports to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the M/WBE requirements for this agreement are 15% MBE participation and 5% WBE participation. For the term of the contract, the aggregate compliance method for M/WBE participation will be utilized. Aggregated compliance of the vendors in the pool will be reported on a monthly basis.

MBE

Different Roads to Learning
 37 East 18th Street
 New York, NY. 10003

WBE

Harrison and Company
 2421 South 25th Ave
 Broadview, IL 60155

School Health Corporation
 865 Muirfield Drive
 Hanover Park, IL 60133

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of ~~Specialized Services~~ Special Education and Supports \$1,432,418.00

Charge to the Office of Facility Operations and Maintenance \$211,000.00

Fiscal Years: 2010-2012

46571-480-xxxx-253533-620000* \$100,000.00

27021-480-xxxx-253533-620000* \$111,000.00

*Grant number subject to change in subsequent fiscal years.

11670-220-55005-120412-462052-2010	\$526,500.00
11670-220-55005-213004-460015-2011	\$10,570.00
11670-220-55005-120412-462052-2011	\$526,500.00
11670-220-55005-261006-462052-2011	\$150,000.00

11670-115-56105-213004-000000-2011	\$7,000.00
11670-220-56105-261006-462052-2011	\$22,139.00
11670-115-55005-120412-000000-2010	\$526,500.00
11670-220-55005-261006-462052-2010	\$150,000.00
11675-115-56105-213004-000000-2010	\$7,000.00
11670-220-56105-261006-462052-2010	\$22,139.00
11670-220-55005-213004-460015-2010	\$10,570.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- | | |
|---|--|
| 1) Vendor # 27355
C.J.T. ENTERPRISES
P O BOX 10028
COSTA MESA, CA 92627
Carrie McCormick
714-751-6295

Category 1 | 4) Vendor # 10644
LIGHTSPEED TECHNOLOGIES, INC
11509 SW HERMAN RD.,
TUALATIN, OR 97062
Shela Sullivan
800-732-8999

Category 51 |
| 2) Vendor # 31187
DIFFERENT ROADS TO LEARNING
37 E 18th Street 10th Flr
New York, NY 10003
Karen Freer
800-853-1057

Category 8 | 5) Vendor # 67672
OTICON, INC
29 SCHOOLHOUSE RD.
SOMERSET, NJ 08875
Max Hansen
888-684-7331

Category 50 |
| 3) Vendor # 20899
HARRISON AND COMPANY
2421 SOUTH 25TH AVE
BROADVIEW, IL 60155
Mary Grace Harrison
888-345-4005

Categories 10-17, 21, 24-32, 34-37, 39-43,
45-49 | 6) Vendor # 14981
SCHOOL HEALTH CORP.
865 MUIRFIELD DRIVE
HANOVER PARK, IL 60133
Annette Powell
800-232-1305

Categories 34, 43, 49, 52-56, 58-60 |

7) Vendor # 11917
E.M. VITU, INC
299-B PETERSON ROAD
LIBERTYVILLE, IL 60048-0000
Ed Vitu
847-367-4004

Categories 4, 6

10-0825-PR17

AMEND BOARD REPORT 10-0623-PR41

AMEND BOARD REPORT 10-0324-PR19

AMEND BOARD REPORT 09-0826-PR32

APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS FOR THE PURCHASE OF SPECIALIZED EQUIPMENT, TESTING MATERIALS, MAINTENANCE, TRAINING AND WARRANTY SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various Vendors for the purchase of specialized equipment, testing materials, maintenance, training and warranty services for the Office of ~~Specialized Services~~ Special Education and Supports at a cost not to exceed ~~\$2,034,211.08~~ \$2,270,218.08 in the aggregate for all Vendors. Vendors were selected on a competitive basis pursuant to Board Rule 5-4.1. Written agreements for these purchases are currently being negotiated. No goods may be ordered or received and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this amended Board Report. Information pertinent to these agreements is stated below.

This amended Board Report is necessary to i) increase the compensation amount by \$335,605.50 and ii) include budget classifications and update the funding source for certain items covered in Category 2. No amendments to the agreements are required.

This June 2010 amended Board Report is necessary to: i) increase the compensation amount from \$1,017,105.50 to \$2,034,211.08 in order to include FY 2011 planned expenditures; ii) include budget classifications identifying FY 2011 budget classifications, and iii) update funding source. No amendments to the agreements are required.

This August 2010 amended Board Report is necessary to add ESD assistive technology funds for projected future placement in FY 2011. This August 2010 amendment is also necessary to add budget classifications for various sources/various schools; to increase the maximum compensation from \$2,034,211.08 to \$2,270,218.08 to reflect ESD assistive technology funds; and, to update the unit name from Office of Specialized Services to Office of Special Education and Supports. No amendments to the agreements are required.

USER:

Citywide Special Education & Supports
125 South Clark Street 8th Floor
Chicago, IL 60603

Contact : Richard G. Smith
Phone: 773-553-1800

TERM:

The term of each agreement shall commence on October 1, 2009 and shall end September 30, 2011. The agreements shall have 1 option to renew for a period of 24 months each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate each agreement with 30 days written notice.

DESCRIPTION OF PURCHASE:

Each Vendor will provide goods and/or related services such as training, maintenance and warranty services in the category/categories designated for that Vendor in this Board Report and their agreement. The categories are set forth below:

1. Assistive Technology for Students with Disabilities
2. Psychological/Speech-Language/Educational Testing Equipment

OUTCOMES:

Goods provided by the Vendors will enable the Board to fulfill students' IEP requirements and will enhance each student's ability to participate in school activities and learn.

COMPENSATION:

Vendors shall be paid in accordance with the unit prices contained in each Vendor's agreement, aggregate for all Vendors not to exceed the sum of ~~\$2,034,211.00~~ \$2,270,218.08

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief ~~Specialized Services~~ Officer of Special Education and Supports to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

The goals for this agreement are 5% MBE and 5% WBE. Thus contracts for subsequent vendors from the pool created by this agreement will be subject to aggregated compliance reviews and monitored on a monthly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of Specialized Services: ~~\$2,034,211.00~~ \$2,270,218.08

11670-331-xxxxx-120412-430104-2011 \$236,007.00*

*ESD assistive technology funds for projected future placements in FY 2011.

**Grant numbers subject to change in subsequent fiscal years.

11670-220-55005-120412-462046-2010	\$526,500.00
11675-115-53305-121001-000000-2010	\$150,000.00
11675-115-53405-214301-000000-2010	\$185,605.54
11675-115-53405-121001-000000-2011	\$5,000.00
11670-220-55005-261006-462046-2010	\$150,000.00
11675-115-53405-121001-000000-2010	\$5,000.00
11670-220-55005-120412-462046-2011	\$526,500.00
11675-115-53305-121001-000000-2011	\$150,000.00
11670-115-53405-214301-000000-2011	\$185,605.54
11670-220-55005-261006-462046-2011	\$150,000.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- | | |
|--|---|
| <p>1) Vendor # 31044
ADVANCED MULTIMEDIA DEVICES, INC
95 SHERWOOD AVENUE
FARMINGDALE, NY 11735
Somchal Tang
516-822-0808</p> <p>Cat One</p> | <p>7) Vendor # 41798
COMPUTER SERVICES &CONSULTING,
INC. (CS&C)
1613 S. MICHIGAN AVE
CHICAGO, IL 60616
Leonel Rodriguez
312-360-1100</p> <p>Cat One</p> |
| <p>2) Vendor # 42654
DON JOHNSTON , INC.
26799 W. COMMERCE DR.
VOLO, IL 60073
Marci Butler
847-740-0749</p> <p>Cat One</p> | <p>8) Vendor # 27389
PRENTKE ROMICH COMPANY
1022 HEYL RD
WOOSTER, OH 44691
Susan Penny
330-262-1984</p> <p>Cat One</p> |
| <p>3) Vendor # 18842
ATTAINMENT CO INC
504 COMMERCE PARKWAY
VERONA, WI 53593
Brent Denu
608-845-7880</p> <p>Cat One</p> | <p>9) Vendor # 39690
INTELLITOOLS
100 CROSBY DRIVE
BEDFORD, MA 01730
Lorraine Simpson
800-899-6687</p> <p>Cat One</p> |
| <p>4) Vendor # 11291
RENAISSANCE LEARNING, INC. 1
2911 PEACH STREET
WISCONSIN RAPIDS, WI 54495-8036
Tracie Grossman-Mann
800-200-4848</p> <p>Cat One</p> | <p>10) Vendor # 31002
ADVANCED KEYBOARD TECHNOLOGY
P O BOX 186
PASO ROBLES, CA 93447
Mike Capaci
805-237-2055</p> <p>Cat One</p> |
| <p>5) Vendor # 46635
ABLENET, INC
2808 FAIRVIEW AVE. N.
ROSEVILLE, MN 55113-1308
TBD
800-322-0956</p> <p>Cat One</p> | <p>11) Vendor # 11917
E.M. VITU, INC
299-B PETERSON ROAD
LIBERTYVILLE, IL 60048-0000
Ed Vitu
847-367-4004</p> <p>Cat One</p> |
| <p>6) Vendor # 17922
DYNAVOX SYSTEMS, LLC
2100 WHARTON STREET, SUITE400
PITTSBURGH, PA 15203
Apryl Cendrowski
800-344-1778</p> <p>Cat One</p> | |

- 12) Vendor # 16592
KURZWEIL EDUCATIONAL SYSTEMS,
INC.
100 CROSBY DRIVE
BEDFORD, MA 01730
Lorraine Simpson
800-894-5374 X603

Cat One
- 13) Vendor # 12875
WOODLAKE TECHNOLOGIES, INC.
666 WEST HUBBARD STREET
CHICAGO, IL 60654
Ralph Samek
312-655-9200

Cat One
- 14) Vendor # 34595
NCS PEARSON, INC
19500 BULVERDE ROAD
SAN ANTONIO, TX 78259
Kathleen Smith
210-339-8186

Cat Two
- 15) Vendor # 26122
Psychological Assessment Resources, Inc.
16204 North Florida Avenue
Lutz, FL 33549
James Gyurke
813-968-3003

Cat Two

10-0825-PR18

AMEND BOARD REPORT 10-0324-PR18
AMEND BOARD REPORT 09-0422-PR23
AMEND BOARD REPORT 08-0602-PR55
AMEND BOARD REPORT 07-1114-PR20
AMEND BOARD REPORT 07-0627-PR42
AMEND BOARD REPORT 06-0823-PR21
AMEND BOARD REPORT 06-0125-PR21
AMEND BOARD REPORT 05-1221-PR21
AMEND BOARD REPORT 04-0526-PR52
AMEND BOARD REPORT 01-0328-PR41

**APPROVE THE PRE-QUALIFICATION STATUS OF LEAST RESTRICTIVE
ENVIRONMENT CONSULTANTS TO PROVIDE CONSULTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the pre-qualification status of consultants to provide least restrictive environment consulting services. Pursuant to the court supervised Settlement Agreement in the Corey H. case, consultants were selected through *Education Connection* request for qualifications ("RFQ") or they were selected by the Illinois State Board of Education ("ISBE"). A written Master Agreement for each new consultant and a written amendment for each current consultant are currently being negotiated. No services shall be provided by any new consultant and no payment shall be made to any new consultant prior to the execution of their written Master Agreement. The pre-qualification status approved herein for each new consultant shall automatically rescind in the event such consultant fails to execute the Board's Master Agreement within 120 days of the date of this amended Board Report. Information pertinent to this Master Agreement is stated below.

SPECIFICATION NO.: 01-250046

This amended Board Report is necessary to add twenty-nine newly selected consultants to the pre-qualified pool. A written Master Agreement for each newly added consultant is currently being negotiated. The pre-qualified status of these newly added consultants shall automatically rescind as to each consultant in the event such consultant fails to execute the Board's Master Agreement within 120 days of the date of this amended Board Report.

This amended Board Report also reflects the deletion of those consultants who failed to execute the Board's Master Agreement (rescinded pursuant to Board Report 02-0724-AR02) and the deletion of those consultants who have voluntarily withdrawn from the pre-qualified pool and/or have been terminated for cause.

This second amended Board Report is necessary to extend the term of this pre-qualification pool and each Master Agreement because the Northern District of Illinois has extended the Illinois State Board of Education's Settlement Agreement in the Corey H. case through June 30, 2010 and the schools will be required to continue using the services of the LRE consultants through that date. Written amendments to the Master Agreements are required.

This second amended Board Report is also necessary to add sixteen newly selected consultants to the pre-qualified pool. A written Master Agreement for each newly added consultant is currently being negotiated. The pre-qualified status of these newly added consultants shall automatically rescind as to each consultant in the event such consultant fails to execute the Board's Master Agreement within 120 days of the date of this amended Board Report.

This second amended Board Report also reflects the deletion of those consultants who failed to execute the Board's Master Agreement (rescinded pursuant to Board Report 02-0724-AR02); and the deletion of those consultants who have voluntarily withdrawn from the pre-qualified pool and/or have been terminated for cause.

This third amended Board Report is necessary to i) specify the start date of the new Master Agreements; ii) to authorize the execution of the amendments; and iii) to add a new consultant to the pre-qualified pool.

This fourth amended Board Report is necessary i) to specify the start date of the new Master Agreements; ii) to authorize the execution of each new consultants' Master Agreement; iii) to add seven (7) new consultants to the pre-qualified pool; iv) to delete the following: eleven (11) consultants that have not responded to written requests to apply for a Chicago Public Schools vendor code, one consultant who cannot participate because she is a Chicago Public Schools employee (rescinded per Board Report 06-0524-AR1), and five (5) consultants that do not want to participate in the pre-qualified pool; v) to designate whether a consultant responded to the RFQ or was only referred by the ISBE; vi) to reflect changes in the Use of the Pool; and vii) to update contact information.

This fifth amended Board Report is necessary to do the following: add 9 newly selected consultants to the pre-qualified pool, delete 2 consultants from the pre-qualified pool, update contact information for 8 existing consultants, and indicate the 3 consultants who were previously approved by ISBE are now approved for the Pool under the RFP. In addition, all existing Master Agreements must be amended to reflect a new termination date of September 1, 2010, as mandated by an Order entered by Judge Robert W. Gettleman on March 7, 2007 that extended the term of the Corey H. Settlement Agreement (Case No. 92 C 3409) until September 1, 2010. A written Master Agreement for each new consultant and Extension Agreements extending the term of the existing contracts to September 1, 2010 are currently being negotiated. The pre-qualified status of these new consultants shall automatically rescind as to each consultant in the event that such consultant fails to execute the Board's Master Agreement within 120 days of the date of this amended Board Report.

This sixth amended Board Report is necessary to do the following: i) add 8 new consultants to the pre-qualified pool; ii) delete 19 consultants from the pre-qualified pool for a variety of reasons; iii) update contact information; iv) indicate that a consultant who was previously approved by ISBE is now approved for the Pool under the RFQ; v) correct some misstatements and typographical errors in the previous amended board reports; and vi) change the financial provisions for fiscal years 2008, 2009 and 2010 to reflect appropriation at the school level. A written Master Agreement for each new consultant is currently being negotiated. No services shall be provided by any new consultant and no payment shall be made to any new consultant prior to the execution of such consultant's Master Agreement. The pre-qualified status of these new consultants shall automatically rescind as to each new consultant in the event that such consultant fails to execute the Board's Master Agreement within 120 days of the date of this amended Board Report.

This sixth amendment also is necessary to reflect the assignment of the Master Agreement, as amended, by Beverly Y Gatewood-Hall (# 90), to BGH Educational Association, Incorporated. A written Assignment and Assumption Agreement for BGH Educational Association, Incorporated is being authorized pursuant to Board Report 07-1114-PR23; and no payment shall be made to them prior to the execution of that Assignment and Assumption Agreement. The pre-qualified status of BGH Educational Association, Incorporated shall automatically rescind in the event that they fail to execute the Assignment and Assumption Agreement within 120 days of the date of this amended Board Report.

This seventh amended Board Report is necessary to do the following: i) delete 5 consultants from the pre-qualified pool for a variety of reasons (#64, #113, #114, #119, and #125); ii) indicate that one consultant (#106) who is approved by ISBE is now approved for the pool under the RFQ; iii) update contact information for one consultant (#103); and iv) update the Financial Budget Classifications for fiscal years 2008, 2009 and 2010.

This eighth amend Board Report is necessary to do the following: i) delete 10 consultants from the pre-qualified pool for a variety of reasons (#10, #47, #57, #58, #61, #95, #97, #107, #115 and #120), and ii) update the Financial Budget Classifications for fiscal year 2009.

This ninth Board Report is necessary to do the following: i) delete 7 consultants from the pre-qualified pool for a variety of reasons (#52, #56, #82, #93, #96, #116, and #121) and ii) indicate that one consultant (#110) is approved by ISBE is now approved for the pool under RFQ.

This tenth amended Board Report is necessary to extend the term of the pre-qualification pool and each existing Master Agreement until June 30, 2011 or the date on which the court terminates the Corey H. Settlement Agreement (Case No. 92 C 3409), whichever date occurs first. Written amendments to these Master Agreements will be required. This amended Board Report also is necessary to update the Financial

Budget Classifications and the amounts for fiscal year 2011, and update contact information for four consultants (#11, #24, #26, and #28).

NAMES OF CONSULTANTS: See attached Exhibit A. Additional consultants may be added pursuant to the terms of the Corey H. Settlement Agreement upon further approval by the Board.

TERM: The term of this pre-qualification pool and each Master Agreement authorized under Board Report 01-0328-PR41 shall be effective from April 1, 2001 to ~~September 1, 2010~~ June 30, 2011 or the date on which the court terminates the Corey H. Settlement Agreement (Case No. 92 C 3409), whichever date occurs first. The term of the Master Agreement for each new consultant authorized under an amended subsequent Board Report shall commence upon the date specified in the authorizing amended Board Report for that Master Agreement. Additionally, consultants may be added or deleted during the prequalification period based on performance evaluations and concurrence of the Corey H. Monitor. This pre-qualification period may be extended by the Board for such length of time as required by Court order.

SCOPE OF SERVICES: Consultants shall provide various educational services based on a scope of services developed on a case by case basis as outlined in each consultant's Master Agreement consistent with the description contained in this Board Report. The Master Agreement for each consultant will generally describe the scope of services and associated costs. These consultants shall provide technical support to staff and school community members in various areas relating to Least Restrictive Environment and will provide services that address the educational needs for CPS schools.

COMPENSATION: The projected sum of payments to each pre-qualified consultant who has signed a Master Agreement for the pre-qualification term shall not exceed \$54,000.00 in the aggregate per school per year. Additionally, no consultant shall be paid in excess of \$450.00 per day per school. Any consultant who fails to sign a Master Agreement will be providing services pursuant to a purchase order and cannot receive more than twenty-five thousand and 00/100 dollars (\$25,000.00) in the aggregate per school year from all schools using their services. Any consultant who has signed a Master Agreement but who has not signed an amendment for each extension period approved by an amended Board Report dated after the commencement date of such consultant's Master Agreement, will be providing services pursuant to a purchase order as of the effective date of the first unsigned amendment; and such consultant cannot receive more than twenty-five thousand and 00/100 dollars (\$25,000.00) in the aggregate per school year from all schools using their services during such extension period(s). The projected cost for this program during the entire term of the pre-qualification status (including all extensions) is ~~\$40,000,000~~ \$30,663,578.05. The costs associated herewith shall be reported to the Board on a quarterly basis pursuant to Board Rule.

USE OF THE POOL: The Office of Specialized Services and individual schools that are ISBE Continuous Improvement Program Schools may engage any consultant for the services for which they are pre-qualified under this Board Report. Only those pre-qualified consultants who respond to the RFQ, receive approval from the Corey H. Plaintiff's Attorney, and are listed in the most recent version of the *Education Connection LRE Resource Catalog*, may provide services to an Education Connection School. With respect to the schools, the services being provided must be included in the school's LRE Plan as approved by the ISBE or by the Corey H. Monitor. The schools and the Office of Specialized Services will evidence such engagement by (i) issuing a purchase order that reflects the dollar amount for the services being provided, and (ii) finalizing a statement of work to be signed by consultant and by an authorized Board representative. Consultants may not provide any services to a school or to the Office of Specialized Services under this Board Report until the purchase order has been issued and the corresponding statement of work has been fully executed.

EXISTING CONTRACTS: 20 of the original 55 consultants listed on Exhibit A were previously rendering like services to the Board pursuant to Board Reports 00-0726-PR29 and 00-0223-PR5. These consultants are identified on the attached list by an asterisk. Upon signing this Master Agreement, such consultant's existing agreement is automatically terminated.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written Master Agreements and amendments. Authorize the President and Secretary to execute the Master Agreements and amendments and Extension Agreements. Authorize the Chief of Specialized Services to execute all ancillary documents required to administer or effectuate the Master Agreements and amendments and Extensions.

AFFIRMATIVE ACTION: Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts, the Per Contract and Category Goals method for M/WBE participation will be utilized. Aggregated compliance of the vendors in the pool will be reported on a monthly basis.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Office of Specialized Services	\$898,662.05	Fiscal Year: 2001
Budget Classification:		
0966-239-734-7727-5410	\$454,955.00	Source of Funds: IDEA Part B
Budget Classification:		
0966-220-484-7727-5410	\$313,455.30	Source of Funds: IDEA
0966-220-466-7727-5410	\$ 251.75	Source of Funds: IDEA
0966-220-485-7727-5990	\$130,000.00	Source of Funds: CHOICES

Charge to: Office of Specialized Services	\$877,511.00	Fiscal Year: 2002
Budget Classification:		
0966-239-680-7727-5410	\$287,341.00	Source of Funds: IDEA Part B
Budget Classification:		
0966-220-372-7727-5410	\$460,140.00	Source of Funds: IDEA
0966-220-644-7727-5410	\$130,000.00	Source of Funds: CHOICES

Charge to: Office of Specialized Services	\$937,481.00	Fiscal Year: 2003
Budget Classification:		
0966-220-484-7727-5410	\$287,341.00	Source of Funds: IDEA
0966-220-485-7727-5410	\$130,000.00	Source of Funds: IDEA
0966-220-734-7727-5410	\$460,140.00	Source of Funds: IDEA
0966-220-574-1607-5410	\$ 60,000.00	Source of Funds: IDEA

Charge to: Office of Specialized Services	\$937,481.00	Fiscal Year: 2004
Budget Classification:		
0966-220-484-7727-5410	\$287,341.00	Source of Funds: IDEA
0966-220-485-7727-5410	\$130,000.00	Source of Funds: IDEA
0966-220-734-7727-5410	\$460,140.00	Source of Funds: IDEA
0966-220-574-1607-5410	\$ 60,000.00	Source of Funds: IDEA

Charge to: Office of Specialized Services	\$937,481.00	Fiscal Year: 2005
Budget Classification:		
0966-220-484-7727-5410	\$287,341.00	Source of Funds: IDEA
0966-220-485-7727-5410	\$130,000.00	Source of Funds: IDEA
0966-220-734-7727-5410	\$460,140.00	Source of Funds: IDEA
0966-220-574-1607-5410	\$ 60,000.00	Source of Funds: IDEA

Charge to: Office of Specialized Services	\$937,481.00	Fiscal Year: 2006
Budget Classification:		
0966-220-373-7727-5410	\$417,341.00	Source of Funds: IDEA
0966-220-680-7727-5410	\$460,140.00	Source of Funds: IDEA
0966-220-742-7727-5410	\$ 60,000.00	Source of Funds: IDEA

Charge to: Office of Specialized Services	\$937,481.00	Fiscal Year: 2007
Budget Classification:		
0966-220-436-7727-5410	\$477,341.00	Source of Funds: IDEA
0966-220-734-7727-5410	\$460,140.00	Source of Funds: IDEA

Charge to: Various School Units	\$6,050,000.00	Fiscal Year: 2008
Budget Classification:		
Various School Units		

11670-220-54125-221010-462041*	\$3,300,000.00	Source of Funds: IDEA
11670-220-54125-221010-463511*	\$2,750,000.00	Source of Funds: IDEA
Charge to: Various School Units	\$6,050,000.00	Fiscal Year: 2009
Budget Classification:		
Various School Units		
11670-220-54125-221010-462044*	\$3,300,000.00	Source of Funds: IDEA
Various School Units		
11670-220-54125-221010-463514*	\$2,750,000.00	Source of Funds: IDEA

Charge to: Various School Units	\$6,050,000.00	Fiscal Year: 2010
Budget Classification:		
Various School Units		
11670-220-54125-221010-462041*	\$3,300,000.00	Source of Funds: IDEA
Various School Units		
11670-220-54125-221010-463511*	\$2,750,000.00	Source of Funds: IDEA

<u>Charge to: Various School Units</u>	<u>\$6,050,000.00</u>	<u>Fiscal Year: 2011</u>
<u>Budget Classification:</u>		
<u>Various School Units</u>		
<u>11670-220-57940-221010-462047*</u>	<u>\$3,300,000.00</u>	<u>Source of Funds: IDEA</u>
<u>Various School Units</u>		
<u>11670-220-57940-221010-463513*</u>	<u>\$2,750,000.00</u>	<u>Source of Funds: IDEA</u>

*Grant numbers subject to change with each fiscal year.

Note: Financial Provision subject to appropriation and approved LRE plans.

GENERAL CONDITIONS REGARDING PRE-QUALIFIED VENDOR PROGRAMS:

All pre-qualified vendors shall be required to enter into the Board's standard master agreement, which master agreement shall specifically identify the services to be provided by each vendor and shall include other basic contractual terms and conditions as deemed appropriate by the General Counsel.

The Chief Purchasing Officer shall monitor all purchase orders, or such other documents as required, for User Groups to utilize the pre-qualified vendors to ensure that the program remains within its budgetary limitations.

User Groups may only utilize a pre-qualified vendor for those services for which such vendor has been pre-qualified and are identified in such vendor's master agreement. The Chief Purchasing Officer shall prepare a directory or other such type of listing to be distributed to all User Groups which specifies the types of services for which each vendor has been pre-qualified.

Pursuant to Board Rule 5-10.2, the Chief Purchasing Officer shall submit a quarterly Board Report which reports expenditures made during the previous quarter to pre-qualified vendors including an accounting and reconciliation of such expenditures to individual vendors against the total expenditure authorized for the applicable pre-qualified pool of vendors.

The Chief Purchasing Officer shall impose financial limits on the use of pre-qualified vendors, including limits on the amount each User Group may purchase from a vendor under the pre-qualified program and the total amount of compensation paid to any one vendor during the term of the pre-qualification program. Financial limitations shall be imposed based upon the following categories of services: (i) For those services which are substantial in nature, re-occurring or of a type from past experience which will involve a high threshold of expenditures, the Chief Purchasing Officer may impose financial limitations as deemed necessary, and (ii) For those services which are routine in nature and will not involve a high threshold of expenditures, the Chief Purchasing Officer shall impose financial limits per User Group and per vendor. Any request to exceed any imposed financial limitations shall require additional Board approval.

The Chief Purchasing Officer shall develop guidelines regarding the imposition of financial limitations on newly pre-qualified vendors or previous vendors of the Board who are now being pre-qualified to perform new or different services, with a corresponding periodic evaluation of such vendor's performance to allow for an increase in such vendors financial limitation due to satisfactory performance ratings.

GENERAL CONDITIONS:

Inspector General -- Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts -- The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness -- The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics -- The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability -- The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Exhibit A

1. **DELETED** (Board Report 02-0724-AR02)

2. **Atherton, Lynda * (WBE)**
1018 Ashley Drive
DeKalb, IL 60115
815/758-2798
Vendor # 93576
RFQ

Contact Person: Lynda Atherton

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

3. **DELETED** (Board Report 06-0823-PR21)

4. **DELETED** (Board Report 07-1114-PR20)

5. **DELETED** (Board Report 02-0724-AR02)

6. **DELETED** (Board Report 06-0823-PR21)

7. **DELETED** (Board Report 02-0724-AR02)

8. **Carroll, Margaret Kelly (WBE)**
 Saint Xavier University
 12738 S. Maple Ave
 Blue Island, IL 60406
 773/298-3000
Vendor # 70622
RFQ

Contact Person: Margaret Kelly Carroll
 Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

9. **DELETED** (Board Report 07-1114-PR20)

10. **DELETED** (Board Report 08-0602-PR55)

11. **Davis & Davis (AA)**
 5117 Farrell Ave.
 Fairfield, AL 35064
~~205-786-0660~~
Vendor # 41051
RFQ

Contact Person: John Davis
 Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

12. **DELETED** (Board Report 06-0826-PR21)

13. **DePaul University - School of New Learning***
 25 East Jackson Boulevard
 Chicago, Illinois 60604
 312/362-5155
Vendor # 37159
RFQ

Contact Person: Barbara Radner
 Scope of Services: Provides an integrated instructional process that addresses student learning problems. Provides consultation and Plan design and provides staff teaming curricular adaptations, modifications and parent involvement.

14. **Dolezal, Renee Cargerman, Ph.D. (WBE)**
 1960 N. Lincoln Park West, Suite 31
 Chicago, Illinois 60614
 773/348-6667
Vendor # 32323
RFQ

Contact Person: Renee Cargerman Dolezal, Ph D.
 Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

15. **DELETED** (Board Report 07-1114-PR20)

16. **DELETED** (Board Report 07-1114-PR20)

17. **DELETED** (Board Report 02-0724-AR02)

18. **DELETED** (Board Report 04-0526-PR52)

19. **DELETED** (Board Report 04-0526-PR52)

20. **DELETED** (Board Report 06-0823-PR21)

21. **DELETED** (Board Report 02-0724-AR02)

22. **Grace Production Academy (AA)**
2970 N. Lake Shore Dr. Unit 17D
Chicago, IL 60657
773/593-5048
Vendor # 14149
RFQ

Contact Person: Natalie L. Allen
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

23. **DELETED** (Board Report 05-1221-PR21)

24. **Hammonds, Yvonne * (AA)**
5521 W. Haddon Ave.
Chicago, IL 60651
~~708/660-0814~~
Vendor # 91127
RFQ

Contact Person: Yvonne Hammonds
Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

25. **DELETED** (Board Report 02-0724-AR02)

26. **Jackson, Monica R. (AA)**
(Project Pride)
4800 S. Chicago Beach Drive
Apt. 1908 South
Chicago, IL 60615
773-624-0320
773-610-2020
Vendor # 51949
RFQ

Contact Person: Monica R. Jackson
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

27. **Patricia Kubistal, d/b/a Lenz & Associates * (WBE)**
5111 N. Oakley Avenue
Chicago, Illinois 60625
773/721-6309
Vendor # 30589
RFQ

Scope of Services: Provides consultation in curricular modification and adaptations, educational strategies and methodology to students in the LRE through staff training, technical assistance and classroom.

28. **Lerner, Janet W. (WBE)**
823 Ingleside Place
Evanston, IL 60201
~~847/475-3437~~
Vendor # 92407
RFQ

Contact Person: Janet W. Lerner
Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

29. **DELETED** (Board Report 06-0823-PR21)

30. **DELETED** (Board Report 04-0526-PR52)

- 31. **DELETED** (Board Report 06-0823-PR21)
- 32. **DELETED** (Board Report 07-1114-PR20)
- 33. **DELETED** (Board Report 07-1114-PR20)
- 34. **DELETED** (Board Report 02-0724-AR02)
- 35. **DELETED** (Board Report 05-1221-PR21)
- 36. **DELETED** (Board Report 07-1114-PR20)

- 37. **Northeastern Illinois University ***
5500 North St. Louis Avenue
Chicago, Illinois 60625
312/733-7330
Vendor # 29483
RFQ

Contact Person: Jan Alexander

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, curricular modifications and adaptations, transition services for staff and parents, and classroom and behavior management.

- 38. **Owen, Valerie * (WBE)**
108 North Wille Street
Mt. Prospect, Illinois 60056
847-577-2452
Vendor # 51172
RFQ

Contact Person: Valerie Owen

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents

- 39. **DELETED** (Board Report 07-1114-PR20)
- 40. **DELETED** (Board Report 06-0823-PR21)

- 41. **Pinacle Therapeutic Services * (NM)**
505 North Lake Shore Drive, Suite 1307
Chicago, IL 60611
773/779-5937 or 312/245-9230
Vendor # 40811
RFQ

Contact Person: Dorothy C. Straughter

Scope of Services: Provides consultation and staff development in curricular modifications and adaptations educational and strategies and methodology to maintain students in the LRE and School Based Problem Solving interventions.

- 42. **School Association for Special Education in DuPage County (S.A.S.E.D.)**
Project CHOICES * (WBE)
1590 S. Fairfield Avenue
Lombard, IL 60148
630/629-0551
Vendor # 60928
RFQ

Contact Person: Pandora Taylor and Julie Schackmann

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

- 43. **DELETED** (Board Report 07-0627-PR42)

44. **Quest Center (WBE)**
222 Merchandise Mart Plaza
Suite #400
Chicago, Illinois 60654-1016
312/329-6271
Vendor #18452
RFQ

Contact Person: Connee R. Fitch-Blanks

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

45. **Reese, Estella Marie ^ (AA)**
9321 S. Jeffrey
Chicago, IL 60617
773/734-3255
Vendor # 29239
RFQ

Contact Person: Estella Reese

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

46. **DELETED (Board Report 06-0823-PR21)**

47. **DELETED (Board Report 08-0602-PR55)**

48. **Sixsmith, Elizabeth (WBE)**
1101 Langley Circle
Naperville, IL 60563
630/375-3185
Vendor # 23354
RFQ

Contact Person: Betty Sixsmith

Scope of Services: Provides consultation and technical assistance in LRE strategies, LRE plan design, educational methodology strategies to maintain students in the LRE, training on developing IEP goals and objectives, curricular modifications and adaptations, and transition services for staff and parents.

49. **DELETED (Board Report 07-1114-PR20)**

50. **DELETED (Board Report 06-0823-PR21)**

51. **DELETED (Board Report 07-1114-PR20)**

52. **DELETED (Board Report 10-0324-PR18)**

53. **DELETED (Board Report 06-0823-PR21)**

54. **DELETED (Board Report 06-0823-PR21)**

55. **DELETED (Board Report 06-0823-PR21)**

56. **DELETED (Board Report 10-0324-PR18)**

57. **DELETED (Board Report 08-0602-PR55)**

58. **DELETED (Board Report 08-0602-PR55)**

59. **DELETED (Board Report 05-1221-PR21)**

60. **DELETED (Board Report 06-0823-PR21)**

61. **DELETED (Board Report 08-0602-PR55)**

62. **Ellis, Herbert G. (AA)**
3025 Lawrence Crescent
Flossmoor, Illinois 60422
708-957-3699
Vendor # 52027
RFQ

Contact Person: Herbert Ellis

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

63. **Ellis, Nancy (WBE)**
6700 South Crandon, Unit 7A
Chicago, Illinois 60649
773-288-7062
Vendor # 62090
ISBE, RFQ

Contact Person: Nancy Ellis

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

64. **DELETED** (Board Report 08-0602-PR55)

65. **DELETED** (Board Report 05-1221-PR21)

66. **DELETED** (Board Report 07-1114-PR20)

67. **DELETED** (Board Report 06-0823-PR21)

68. **DELETED** (Board Report 07-1114-PR20)

69. **Management Planning Institute (AA) (WBE)**
11070 South Western Avenue
Chicago, Illinois 60643
773-239-9700
Vendor # 40810
RFQ

Contact: Dr. George E. Smith

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

70. **DELETED** (Board Report 05-1221-PR21)

71. **DELETED** (Board Report 07-1114-PR20)

72. **DELETED** (Board Report 07-1114-PR20)

73. **Nessner, John F. (NM)**
9144 South Damen Avenue
Chicago, Illinois 60620
773-239-8960
Vendor # 15389
RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

74. **DELETED** (Board Report 07-1114-PR20)

75. **DELETED** (Board Report 07-1114-PR20)

76. **Rush Neurobehavioral Center (NM)**

9711 North Skokie Boulevard
Skokie, Illinois 60076
847-933-9339

Vendor # 33609

RFQ

Contact Person: Georgia Bozeday, Ed.D

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

77. **Rutherford, Paula (WBE)**

2214 King Street
Alexandria, Virginia 22301
703/535-5431

Vendor # 81571

ISBE

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

78. **DELETED** (Board Report 06-0823-PR21)

79. **Schwarz, Patrick A. (NM)**

122 South East Avenue
Oak Park, Illinois 60302
708/383-9994

Vendor # 36081

ISBE

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

80. **DELETED** (Board Report 05-1221-PR21)

81. **DELETED** (Board Report 05-1221-PR21)

82. **DELETED** (Board Report 10-0324-PR18)

83. **Wells-White, Ed.D., Eunice (WMB)**

Accountability Systems
989 Wingate Road
Olympia Fields, Illinois 60461
708-503-0684

Vendor # 84499

RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 84. Youth Guidance (WBE)**
 122 South Michigan Ave, Suite 1510
 Chicago, IL 60603
 312-253-4900
Vendor # 11060
RFQ

Contact Person: Michelle Morrison
 Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 85. Bonahan, Hank**
 19544 103rd Street
 Bristol, WI 53104
 312-915-7099 or 773-633-5317
Vendor # 35948
ISBE

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 86. DELETED (Board Report 06-0823-PR21)**

- 87. DELETED (Board Report 07-0627-PR42)**

- 88. Dulle, Paul J.**
 United Cerebral Palsy of Greater Chicago
 7550 W. 183rd Street
 Tinley Park, IL 60477
 708-444-4203 ext. 226
Vendor # 31714
ISBE

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 89. Fenning, Pamela A., Ph.D.**
 3470 University Avenue
 Highland Park, IL 60035
 312-915-6803
Vendor # 92709
RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 90. Beverly Y. Gatewood-Hall**
 8435 South Kimbark Avenue
 Chicago, IL 60619
 773-374-6818
Vendor # 98981
RFQ

Scope of Services: Provides consultation training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching, and educational strategies.

Pursuant to Board Report #07-1114-PR23, Beverly Y. Gatewood-Hall shall be permitted to assign her Master Agreement for LRE Consulting Services, as amended, to:

BGH Educational Association, Incorporated
 8435 South Kimbark Avenue
 Chicago, IL 60619
 773-374-6818
Vendor # 95922
RFQ

91. **DELETED** (Board Report 06-0823-PR21)

92. **Haller, Geraldine, Ed.D.**
5 N 784 Acacia Lane
Medinah, IL 60157
630-980-5454
Vendor # 95017
RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

93. **DELETED** (Board Report 10-0324-PR18)

94. **Lawson, Carl, Ph.D.**
21420 Breton Rd.
Frankfort, IL 60423
815-469-0575
Vendor # 55578
ISBE/RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

95. **DELETED** (Board Report 08-0602-PR55)

96. **DELETED** (Board Report 10-0324-PR18)

97. **DELETED** (Board Report 08-0602-PR55)

98. **Advanced Learning Environments Sellinger & Winer**
P.O. Box 126
Flossmoor, IL 60422
708-798-2442/708-925-5156
Vendor # 94999
RFQ

Contact Person: Clare H. Winer

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

99. **Swoope, Frankie, Ed.D.**
3210 Reichert Dr.
Crete, IL 60417
877-836-7693
Vendor # 34833
RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

100. **Luseno, Flora**
401 East 32nd Street
Chicago, Illinois 60616
312-567-1352
Vendor # 53006
RFQ

Contact Person: Flora Luseno

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

101. **Bullock, Cheryl**
8901 South Clyde Av
Chicago, Illinois 60617
773-374-3864
Vendor # 20927
RFQ

Contact Person: Cheryl Bullock

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

102. **Brown, Frieda**
1920 Wyndham Circle
Glenview, IL 60025
847/486-8669
Vendor # 91647
RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

103. **Kinney & Associates**
2625 Butterfield Rd, Suite 123W
Oak Brook, IL 60523
630/472-9660
Vendor # 19531
RFQ

Contact Person: Cathy Duncan

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

104. **DELETED (Board Report 07-1114-PR20)**

105. **O'Connell, Ann**
1537 Elm Ave.
Northbrook, IL 60062
847/412-0955
Vendor # 97987
ISBE/RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

106. **McCabe, Maria**
6818 N. Mendota
Chicago, IL 60646
773/631-5334
Vendor # 15486
ISBE/RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

107. **DELETED** (Board Report 08-0602-PR55)

108. **DELETED** (Board Report 07-1114-PR20)

109. **Crayton, Gwendolyn**
7660 Monroe
Forest Park, IL 60130
708/771-4273
Vendor # 83031
ISBE

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

110. **Morrow, Sandra L.**
910 S. Michigan Ave. #504
Chicago, IL 60605
312/427-4775
Vendor # 81603
ISBE/RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

111. **Robbins Harris, Elaine**
Innovative Solutions Consultants
9757 S. Damen Ave.
Chicago, IL 60643
773/779-9942
Vendor # 12337
ISBE/RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

112. **Silvers, Penny, Ed.D.**
1066 Old Elm Lane
Glencoe, IL 60022
847/242-9691
Vendor # 34585
ISBE

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 113. **DELETED** (Board Report 08-0602-PR55)
- 114. **DELETED** (Board Report 08-0602-PR55)
- 115. **DELETED** (Board Report 08-0602-PR55)
- 116. **DELETED** (Board Report 10-0324-PR18)
- 117. **DELETED** (Board Report 07-1114-PR20)

118. **Goldman, Ronda S.**
 13177 Silver Birch Dr
 Huntley, IL 60142
 224/654-2070
Vendor # 64613
RFQ

Scope of Services: Provides consultation and training in behavior management, LRE plan design, educational methodology and training in LRE curricular adaptations and modifications, development on co-teaching, parent involvement developing goals and objectives, collaboration, co-teaching and educational strategies.

- 119. **DELETED** (Board Report 08-0602-PR55)
- 120. **DELETED** (Board Report 08-0602-PR55)
- 121. **DELETED** (Board Report 10-0324-PR18)

122. **Cirincione Ulezl, Nasiah Ed.D.**
 162 Christine Way
 Bolingbrook, IL 60440
 630/400-1356
Vendor # 62211
ISBE

Scope of Services: Provides consultation and training in accommodations and modifications, co-teaching, differentiated instruction, collaboration and educational strategies.

123. **PPES, Inc.**
 P.O. Box 626
 Oak Park, IL 60303
 773/780-7737
Vendor # 37491
ISBE

Contact: Phyllis Porter

Scope of Services: Provides informal interventions such as behavioral management, school-based problem solving, LRE plan design, curricula adaptations, modifications and options, social interaction between disabled and non-disabled students, educational methodology, staff usage and configuration of services, technology options in communications, motor and/or medical needs, LRE strategies as they relate to IEP Development, students needing bilingual special education services, students who are gifted and talented, students with attention deficit disorders and parental involvement in LRE issues.

124. **Perry, Maxine L.**
 109 East 89th Place
 Chicago, IL 60619
 773/783-6228
Vendor # 90505
RFQ

Scopes of Services: Data analysis, IEP content, LRE, co-teaching, differentiated instruction, inclusive practices, learning styles, instructional strategies, accommodations and modifications, behavior/classroom management, school-based problem solving, collaboration/team building, and parent involvement.

- 125. **DELETED** (Board Report 08-0602-PR55)

10-0825-PR19

**RATIFY EXERCISING THE FIRST OPTION TO RENEW ENTERING INTO AGREEMENTS WITH
VARIOUS PRIVATE CLUSTER SCHOOLS TO PROVIDE CLUSTER PROGRAM SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify exercising the first option to renew the agreements with various Private Cluster School Providers ("Providers") to provide cluster program services to the Office of Special Education and Supports at a cost for the option period not to exceed \$25,000,000.00 in the aggregate. These payments are reimbursed through the Illinois State Board of Education. These services were continued beyond the end of the original term without prior Board approval. Providers were selected on a competitive basis pursuant to a duly advertised Request for Proposals (07-250042). Written renewal agreements are currently being negotiated. No payment shall be made to any Provider prior to the execution of their written renewal agreement. The authority granted herein shall automatically rescind as to each Provider in the event their written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 07-250042
Contract Administrator : Nanzi Flores / 773-553-2273

USER:

Citywide Special Education & Supports
125 South Clark Street 8th Floor
Chicago, IL 60603

Contact : Diane Rohan
Phone: 773-535-5990

TERM:/OPTION PERIOD: The term of each renewal agreement shall commence on July 1, 2010 and shall end June 30, 2011.

OPTION PERIODS REMAINING: Each agreement has one (1) option for a one-year period remaining

ORIGINAL AGREEMENTS: The original agreements (authorized by 08-0423-PR21) were for a term commencing August 1, 2008 and ending June 30, 2010 with the Board having two (2) options to renew for a period of one year each. The original agreements were awarded on a competitive basis pursuant to a duly advertised Request for Proposal.

SCOPE OF SERVICES:

These Providers will continue to provide services to CPS students who have a primary classification of emotional disturbance (ED) or autism and who attend private school in one or more of the Cluster areas designated by the Board. These services will include providing age-appropriate educational programs and IEP-mandated services to the students, and providing programming to prepare students for their successful and timely return to their neighborhood public schools. In addition, these Providers will continue to work with CPS schools, community agencies and family groups to build more effective networks of support services and advance a least restrictive environment to the students.

DELIVERABLES:

Providers will continue to furnish age-appropriate programs, related services, tests, program notes, HSMP reports, and other reports required by the Office of Special Education and Supports.

OUTCOMES:

Services provided by the Providers will enable CPS to achieve the following:

1. Decrease the number of students having a primary classification of emotional disturbance (ED) or autism who attend private schools.
2. Develop quality private school resources within each of the CPS Clusters aligned with the programmatic needs of each Cluster.
3. Establish coordinated, innovative practices between the public schools of a specific Cluster and the assigned Private Cluster School Provider to: (a) reduce the referral rate of special education students to private schools; (b) maximize available support services for students and their families; and (c) facilitate the transition of private school students and their families, and returning students to public school.
4. Create a method of payment for private schools that is consistent with maintaining quality education programs, providing appropriate support services to students and their families, and returning students to public school.

COMPENSATION:

Each Provider will be allocated a certain number of "Reserved Seats" and will be paid a negotiated per diem rate for these Reserved Seats for each scheduled school day. Reserved Seat payments are guaranteed and are not based on attendance or enrollment. When the actual seat usage by CPS students in any given month exceeds the aggregate Reserved Seat allocation for that month, the Provider shall be paid the per diem rate approved by the Illinois Purchased Care Review Board (IPCRB Rate) for the additional seat usage. This payment is enrollment-based. Payments to the Providers during this renewal term shall not exceed \$25,000,000.00 in the aggregate. As provided in the agreement with each Provider, the Board may increase or decrease the number of Reserved Seats by giving fifteen (15) business days prior written notice.

REIMBURSABLE EXPENSES: None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreements. Authorize the President and Secretary to execute the renewal agreements. Authorize the Chief Officer of Special Education and Supports to increase or decrease the number of Reserved Seats and adjust the per diem rates for each facility without seeking additional Board authority unless such increase or decrease or rate adjustment causes the aggregate value of this Board Report to exceed \$25,000,000.00. Authorize the Chief Officer of Special Education and Supports to execute all ancillary documents required to administer or effectuate these student placements and agreements, including but not limited to executing the Nonpublic Facility Placement Contracts required by ISBE for each placed student.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination will be made to when transactions should be excluded from the contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers includes Not-for-Profit organizations.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Office of Special Education and Supports \$25,000,000.00 FY 2011

12670-115-54305-124904-376711-2011 \$25,000,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- | | |
|---|---|
| <p>1) Vendor # 20029
BANNER SCHOOLS, LLC
1243 S. WABASH, #503
CHICAGO, IL 60605
Eric A. Carlton
773-934-2328</p> | <p>7) Vendor # 39644
LAWRENCE HALL YOUTH SERVICES 1
2737 W. PETERSON
CHICAGO, IL 60659
Mark Nufer
773-728-2807</p> |
| <p>2) Vendor # 31488
BEACON THERAPEUTIC SCHOOL M
10650 S LONGWOOD
CHICAGO, IL 60643
Susan Reyna-Guerrero
773-881-1005</p> | <p>8) Vendor # 35476
SOUTH CENTRAL COMMUNITY
SERVICES, INC
8316 S ELLIS AVE
CHICAGO, IL 60619
Dr. Felicia Y. Blasingame
773-483-0900</p> |
| <p>3) Vendor # 18567
EASTER SEALS METROPOLITAN
CHICAGO
1939 WEST 13TH STREET., STE 300
CHICAGO, IL 60608
Barbara Zawacki
312-491-4110</p> | <p>9) Vendor # 94937
SPECIAL EDUCATION SERVICES DBA
HILLSIDE ACADEMY EAST CAMPUS
3049 WEST HARRISON
CHICAGO, IL 60612
Kenneth J. Carwell
630-907-2400</p> |
| <p>4) Vendor # 32997
ESPERANZA COMMUNITY SERVICES
M
520 N MARSHFIELD
CHICAGO, IL 60622
Phillip Hall
312-243-6097</p> | <p>10) Vendor # 12392
UHLICH CHILDREN'S ADVANTAGE
NETWORK
3737 N. MOZART
CHICAGO, IL 60618
Thomas C. Vanden Berk
312-669-8200</p> |
| <p>5) Vendor # 65554
INFINITY SCHOOL OF CHICAGO, NFP
7831 SOUTH LAWNSDALE AVE.
CHICAGO, IL 60652
O.B. Stander
813-887-3300</p> | |
| <p>6) Vendor # 67060
JEWISH CHILD AND FAMILY SERVICES
216 WEST JACKSON BLVD., STE 800
CHICAGO, IL 60606
Julia Mellow
312-673-2753</p> | |

10-0825-PR20

**APPROVE ENTERING INTO AN AGREEMENT WITH JOHNS HOPKINS UNIVERSITY
FOR TALENT DEVELOPMENT HIGH SCHOOL SERVICES FOR ACHIEVEMENT ACADEMIES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Johns Hopkins University (JHU) to provide its Talent Development High School Program to the Office of Student Support and Engagement at a cost not to exceed \$127,000. Vendor was selected on a non-competitive basis and approved by the Non-Competitive Procurement Review Committee. A written agreement for vendor's services is currently being negotiated. No services shall be provided by and no payment shall be made to vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR: Johns Hopkins University
Talent Development High school
Center for Social Organization of Schools
3003 N. Charles Street, Suite 200
Baltimore, MD 21218-3888
Phone: 410-516-8800
Fax: 410-516-8890
Contact Person: Dr. Maxine J. Wood, Chief Operating Officer
Vendor No: 13126

USER: Office of Student Support and Engagement
125 S. Clark St., 12th Floor
Chicago, IL 60603
Contact Person: Paige Ponder, Acting Officer
Phone: 773-553-2078

TERM: The term of this agreement shall commence on September 1, 2010, and shall end on June 30 2011. The agreement shall have no options to renew.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES: Vendor shall provide its Talent Development High school program for students at 8 Achievement Academy units within 6 general high schools (Clemente, Crane, CVCA Fenger, Robeson and Senn). Vendor shall provide a scripted 9th grade curriculum in strategic reading, transition to advanced math and a freshman seminar to help students improve academically in reading and math so that they may successfully transition to high school. Students entering the Achievement Academies must be age 15 by September 1, 2010 and must have failed to meet the 8th grade promotion policy standard. Sophomore students will take JHU Reading and Writing in Your Careers and Geometry Foundations. These classes support the general Chicago Public Schools 10th grade offerings. One academy, Chicago Vocational Career Achievement Academy includes an 11th grade expansion in which the vendor provides a scripted 11th grade curriculum in College Prep Reading and Writing and Algebra II Foundations. These classes will support the general Chicago Public Schools 11th grade offerings. It is anticipated that 700 freshmen and 550 sophomores will be enrolled in the 6 Achievement Academies and receive the TDHS program.

DELIVERABLES: Vendor will provide: (i) intensive training for new teachers, (ii) technical assistance training 2 – 3 times throughout the year; (iii) implementation monitoring by senior JHU TDHS staff, (iv) TDHS technical assistance and support for the designated CPS personnel via telephone and internet, (v) access to the TDHS information and support system; (vi) TDHS curriculum materials for each student, and (vii) progress and evaluation reports for each school.

OUTCOMES: Vendor's services will result in: 1) an increase in student completion of 8th grade graduation requirements; 2) an increase in student achievement in reading and mathematics; 3) stronger preparation for the high school curriculum; and 4) fewer discipline problems.

COMPENSATION: Vendor shall be paid quarterly for program services provided, and shall be paid for curriculum materials after delivery and upon invoicing. Total compensation during this period shall not exceed \$127,000.00.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Acting Officer of Student Support and Engagement to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE goal provisions of the Program do not apply to Colleges and Universities.

LSC REVIEW: Local School Council approval is not applicable to this report

FINANCIAL: Charge to Office of Student Support and Engagement \$127,000.00 FY 11
Budget Classification: \$127,000.00 OSSE 13722 353 54125 221038 494029

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of the 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-0825-PR21

**APPROVE ENTERING INTO AN AGREEMENT WITH BOOZ & COMPANY
FOR MANAGEMENT SUPPORT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Booz & Company to provide management support services for Response to Intervention (RtI) to the Office of Teaching and Learning at a cost not to exceed \$250,000.00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

RtI is a state and federal mandate beginning the 2010-2011 school year. In order to satisfy the mandate prior to receiving specialized services, interventions and data to support the reason for an evaluation must be present.

Description of State Mandate: Illinois' special education rules at 23 Illinois Administrative Code 226.130 (effective June 28, 2007) provides the legal structure for the implementation of Response to Intervention (RtI) in districts across the state. In accordance with the state rules cited above, beginning no later than the 2010-2011 school year, school districts in Illinois are required to use a process that determines how a student responds to scientific, research-based interventions (RtI).

Description of Federal Mandate: The federal regulations at 34 CFR 300.307 allow a state education policy to adopt criteria to identify students in the category of SLD using a process that determines how a student responds to scientific, research-based interventions. These regulations also require school districts to use the established State criteria.

CONSULTANT: Booz & Company
200 Park Avenue, Suite 240
Florham Park, NJ 07932
973-410-7706
Vendor #: 98691
CPOR #: 10-0804-CPOR-1297

USER: Chicago Public Schools, Office of Teaching and Learning
125 S. Clark St, Chicago IL 60603
Kay Volk, Deputy Officer
773-553-1186

TERM: The term of this agreement shall commence the date contract is signed and shall end 5 months thereafter. This agreement shall have one option to renew for a period of 5 months. The option period shall not exceed \$250,000.00.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Booz & Company will provide high level management and technology-based department coordination within CPS central office and Area offices, assist with the development and monitoring of an operational plan, development of a data-based system and data collection procedures to provide district-wide monitoring and quality control, analyze data and produce findings to inform future implementation decisions, provide general consultation and recommendations to support management and operations.

DELIVERABLES: Booz & Company will provide an operational plan to support RtI (Response to Intervention) implementation serving approximately 409,000 students and approximately 600 schools including pre-kindergarten, elementary, middle high schools, and alternative learning centers. They will monitor CPS current systems to ensure data is input. They will make recommendations to improve centralization of data and develop processes to provide oversight and quality control over components of RtI as implemented. Booz & Company will provide two formal reports, one at midpoint of contract and one at end of contract, in addition to any informal reports as needed.

OUTCOMES: Booz & Company's services will provide supports to RtI project operations that will result in: 1) increased understanding of student performance in order to identify and act on early warning signs that require intervention; 2) a differentiated service delivery model to meet students specific learning needs; and 3) increased capacity to collect data and monitor implementation of RtI in order to determine areas of greatest impact on student learning and teacher practices that should be repeated in future years (i.e. inform improvements to the district's RtI framework).

COMPENSATION: Vendor shall be paid as follows: Two equal payments of \$125,000.00, total not to exceed \$250,000.00 in aggregate.

REIMBURSABLE EXPENSES: None

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Deputy of Teaching and Learning to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: The goals for this agreement include 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends a partial waiver of the MBE goal required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted as the scope of services is not further divisible

The Vendor has scheduled the following

Total WBE – 33%

Emma Nothmann
200 Park Avenue
Florham Park, NJ 07932

LSC REVIEW: Local School Council approval is not applicable to this report

FINANCIAL: Charge to: Office of Teaching and Learning \$ 250,000.00 Fiscal Year: 2011

Budget Classification: 10830-115-54125-119046-000000 **Source of Funds:** Local

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0825-PR1 through 10-0825-PR21 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0825-PR1 through 10-0825-PR21 adopted

10-0825-RS2

FINAL

RESOLUTION ADOPTING THE ANNUAL SCHOOL BUDGET FOR FISCAL YEAR 2011

WHEREAS, pursuant to Section 34-43 of The Illinois School Code (the "Code"), the Board of Education of the City of Chicago (the "Board") is required to adopt an annual school budget for each fiscal year of the Board no later than 60 days after the beginning of the fiscal year of the Board to which such budget relates; and

WHEREAS, the Board, as successor to the Chicago School Reform Board of Trustees of the Board of Education of the City of Chicago, is to bring educational stability to the system and is empowered and directed by the General Assembly pursuant to the provisions of Section 34-3.3 of the Code to (i) increase the quality of educational services in the Chicago Public Schools, (ii) reduce the cost of non-educational services and implement cost-saving measures including the privatization of services where deemed appropriate; and (iii) streamline and strengthen the management of the system, including a responsible school-based budgeting process, in order to focus resources on student achievement; and

WHEREAS, the Board is also to bring financial stability to the system and is empowered and directed by the General Assembly pursuant to the provisions of Section 34-3.3 of the Code to develop a long-term financial plan that, to the maximum extent possible, reflects a balanced budget for each fiscal year; and

WHEREAS, the Board is not required to balance its budget in accordance with an accounting system and procedure prescribed by the Chicago School Finance Authority because the financial oversight powers and responsibilities of the Chicago School Finance Authority have been suspended by Section 34A-411(c) of the Code until December 31, 2010, and

WHEREAS, the Board is directed by the provisions of Section 34-43 of the Code to balance its budget in each year within standards established by the Board, and

WHEREAS, Section 34-43 of the Code authorizes the Board's budget for any fiscal year to (i) provide for the accumulation of funds in the educational fund in order to achieve a balanced budget in a future year within the four-year period of the Board's financial plan to begin in that budget year or for capital improvements; and (ii) to provide for a reserve in the educational fund to ensure uninterrupted services in the event of unfavorable budget variances; and

WHEREAS, it is now appropriate for the Board to adopt its annual school budget for its Fiscal Year 2011 and related standards and policies

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO as follows:

Section 1. Findings. It is found, declared and determined as follows.

(a) Pursuant to section 34-43 of the Code, the Board has previously established standards by which its budgets shall be balanced in each fiscal year, consistent with the requirements of the Code. These standards provide that each budget of the Board shall cover a fiscal year of the Board and shall be developed and adopted in accordance with the requirements of the Code, including, but not limited to, Sections 34-42 through 34-51 thereof. These standards also provide that each budget shall be prepared in accordance with generally accepted accounting principles and shall be balanced such that, for each fund, the estimated sum of all revenues for the fiscal year from all sources and the amount of Fund Balance Available for appropriation in the fiscal year is greater than or equal to the estimated sum of all appropriations required to defray the amount of all expenditures and charges to be made or incurred during the fiscal year and the amount of all unpaid liabilities at the beginning of the fiscal year. The standards further provide that in determining the amount of the Fund Balance Available for appropriation in the Educational Fund, there shall be deducted (i) the amount, if any, which the Board directs to be accumulated to achieve a balanced budget in a future year within the four-year period of the financial plan to begin in the budget year or for capital improvements, and (ii) any reserve to insure uninterrupted services in the event of unfavorable budget variances. The Board's goal is to have a balanced budget over the period of the four-year financial plan that is to be developed.

(b) In order to achieve a balanced budget in one or more future years within the four-year period of the Board's financial plan, beginning in Fiscal Year 2011, it is necessary that amounts be accumulated in the Educational Fund. To ensure uninterrupted services during Fiscal Year 2011 in the event of unfavorable budget variances, it is necessary to establish a reserve in the Educational Fund. The total amount of this accumulation and reserve is \$0 for Fiscal Year 2010.

(c) The annual school budget for Fiscal Year 2011 was prepared in tentative form by the Board and was available for public inspection for at least fifteen days prior to adoption (to wit, since August 9, 2010) by having at least five copies of the tentative budget on file in the Office of the Board.

(d) On August 17, 2010, August 18, 2010, and August 19, 2010, public hearings were held concerning the adoption of the annual school budget for Fiscal Year 2011, notice of such hearings having been given by publication on August 9, 2010, in a newspaper of general circulation in the City of Chicago.

Section 2. Budget Approval. The Annual School Budget for Fiscal Year 2011 is adopted.

Section 3. Transfers Between Appropriations. The Office of Management and Budget may approve transfers within any Board fund and within an object group and purpose in accordance with this Section. Except for matters previously approved by the Board as being within the discretion of the Office of Management and Budget, transfers within a fund and between object groups and purposes must be recommended by the Office of Management and Budget and approved by the Board by a vote of two-thirds of the members, provided that such transfers shall not exceed 10% of the fund during the first half of the fiscal year, and no appropriation shall be reduced below an amount sufficient to cover all obligations that will be incurred against the appropriation. The Chief Executive Officer shall define object groups and purposes that are subject to these requirements.

Section 4. Capital Budgeting Process. Annually, the Board will prepare and approve a multi-year Capital Improvement Plan (the "CIP") consistent with the annual budget. Public hearings will be held to receive public comment on the proposed CIP each year.

Section 5. Grants. The Office of Grants Management and Administration shall be responsible for the structure and accountability of the school district's grants management process and is designated as the managing fiscal agent for the Board for all grant applications received from governmental funding agencies. The Office of Grants Management and Administration shall establish rules and procedures for all grant applications and for the acceptance of school-based grants and gifts.

The principal of a local school or unit head, serving as an agent of the Board, is responsible for the implementation and management of all school-based or unit-based grants from governmental and non-governmental agencies. The principal or unit head is responsible for implementing the program in a timely fashion, as approved by the funding agency, and for expending funds in accordance with the terms, budget, and liquidation requirements of the approved proposal.

Section 6. Personnel Policies. The appropriations herein made for personnel services shall be regarded as maximum amounts to be expended from such appropriations. Such expenditures shall be limited to personnel only as needed, or as may be required by law, not to exceed the maximum that may be employed for any position by title. Notwithstanding any item in the budget, one person may be employed or more than one person may be employed, upon recommendation of the Budget Director and the Chief Executive Officer, whether such title is printed in the singular or plural. The salary or wage rate fixed shall be regarded as the maximum salary or wage rate for the respective positions, provided that salaries or wage rates are subject to change by the Board during the fiscal year in accordance with collective bargaining agreements approved by the Board. The salary or wage rates are expressed on a monthly basis and extended to annual amounts unless otherwise indicated.

Initial appointments to any position, transfers among positions and resignations of Board personnel shall be made in accordance with, and subject to, current Board Policies and Rules, as may be amended, from time to time.

Section 7. Settlement Agreements and Judgments. No expenditure may be made from any fund or line item account herein for the purpose of executing settlement agreements, entering into consent orders or paying judgments except upon the approval of the Board; provided, however, that this section shall not apply to judgments, settlement agreements or consent orders involving an amount up to \$50,000 or to labor arbitrations. In those cases, the General Counsel is authorized to approve such documents and expend such funds without approval of the Board.

Section 8. Severability. To the extent that any prior resolution or policy of the Board (excluding Board Rules) is in conflict with the provisions of this Resolution, the provisions of this Resolution shall be controlling. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 9. Effectiveness. This Resolution is effective immediately upon its adoption.

The Secretary called the roll and the vote was as follows:

Yeas: Ms. Ward, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 6

Nays: None

President Richardson-Lowry thereupon declared Board Report 10-0825-RS2 adopted.

10-0825-AR1

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. **Extend the rescission dates contained in the following Board Reports to October 27, 2010 because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:**
 1. 08-0827-PR29: Approve Entering into an Agreement with Delta Dental of Illinois for Dental Preferred Provider Organization (DPPO) and Dental Health Maintenance Organization (DHMO) Services.
User Group: Office of Human Services
Services: Dental Services
Status: In negotiations

2. 09-0422-EX5: Approve the Renewal of the Charter School Agreement with Alain Locke Charter Academy Charter School.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations
3. 09-1123-PR14: Approve Entering into an Agreement with the New Teacher Project for Consulting Services.
User Group: Office of Human Resources
Services: Consulting Services
Status: In negotiations
4. 09-1123-PR21: Approve Entering into an Agreement with SGA Youth and Family Services for Consulting Services.
User Group: Turn-Around Schools
Services: Consulting Services
Status: In negotiations
5. 10-0127-PR19: Approve Entering into an Agreement with Rogers Park Community Development Corporation for Consulting Services
User Group: Office of Human Resources
Services: Consulting Services
Status: In negotiations
6. 10-0224-EX2: Approve Entering into an Intergovernmental Agreement with Chicago Public Library and Chicago Housing Authority Relating to Carver Elementary School Library Renovations and Approve Entering into a Lease Agreement with the Chicago Public Library.
User Group: Board Office
Services: Lease Agreement
Status: In negotiations
7. 10-0224-EX16: Amend Board Report 09-0527-EX4: Amend Board Report 08-1022-EX6: Amend Board Report 07-1024-EX12: Approve the Establishment of the Chicago High School for the Arts and Entering into a School Management and Performance Agreement with Chicago High School for the Arts.
User Group: Office of New Schools
Services: Management and Performance Agreement
Status: In negotiations
8. 10-0224-PR4: Approve the Pre-Qualification Status of and Entering into Agreements with Vendors to Provide Integrated Pest Management Services.
User Group: Facilities Operations & Maintenance
Services: Pest Management Services
Status: 3 of 4 agreements have been fully executed; remaining agreement is in negotiations.
9. 10-0224-PR16: Ratify Entering into an Intergovernmental Agreement with Chicago Police Department for School Patrol Service.
User Group: Office of School Safety and Security
Services: School patrol services
Status: In negotiations
10. 10-0324-OP6: Amend Board Report 10-0224-OP7: Approve Entering into a Lease Agreement with the City of Chicago for the Land and Building Located at 363 W. Hill Street (Byrd School).
User Group: Office of Real Estate
Services: Lease Agreement
Status: In negotiations
Additional Action: This matter was inadvertently omitted from the July 28, 2010 Rescission Board Report and is ratified to take effect as of that date, thereby extending the rescission date to September 22, 2010.
11. 10-0324-PR2: Approve Exercising the Option to Renew the Master Agreement with Consultants for Various Professional Audit and Management Services.
User Group: Office of Contracts and Procurement
Services: Audit and Management Services
Status: 11 of 15 agreements have been fully executed; remaining agreements are in negotiations.
12. 10-0324-PR13: Approve Exercising the Option to Renew the Agreement with Buzz Sawyer for Consulting Services.
User Group: Financial Planning
Services: Consulting Services
Status: In negotiations

13. 10-0324-PR14: Amend Board Report 09-0923-PR23: Approve Entering into a Teacher Referral and Support Agreement with Teach for America.
User Group: Office of Human Capital
Services: Teacher Referral and Support
Status: In negotiations

14. 10-0324-PR20: Approve Entering into an Agreement with the New Teacher Project for Consulting Services for the Model Hiring Initiative.
User Group: Turn-Around Schools
Services: Consulting Services
Status: In negotiations

15. 10-0428-EX3: Amend Board Report 09-1123-EX9: Amend Board Report 09-0826-EX10
Amend Board Report 09-0422-EX3: Amend Board Report 09-0325-EX14: Amend Board Report 08-1217-EX7: Approve the Renewal of the Charter School Agreement with Noble Network of Charter Schools.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations

16. 10-0428-EX5: Amend Board Report 09-1123-EX19: Approve the Granting of a Charter and Entering into a Charter School Agreement with Urban Prep Academies Inc., an Illinois Not-For-Profit Corporation.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations

17. 10-0428-PR11: Approve Exercising the First Option to Renew Pre-Qualification Status and Entering into Agreements with Contractors to Provide Demolition and Site Preparation Services for the Board of Education.
User Group: Facility Operations and Maintenance
Services: Demolition and Site Preparation Services
Status: 12 of 14 agreements have been fully executed; remaining agreements are in negotiations.

18. 10-0428-PR13: Approve Exercising the Second Option to Renew the Pre-Qualification Status of Contractors to Provide General Contracting Services.
User Group: Facility Operations & Maintenance
Services: General Contracting Services
Status: 35 of 38 agreements have been fully executed; remaining agreements are in negotiations.

19. 10-0428-PR32: Approve Entering into an Agreement with Caremark PCS Health LLC for Consulting, Pharmacy Benefits Management and other services.
User Group: Office of Human Capital
Services: Benefits Management
Status: In negotiations

20. 10-0526-ED3: Approve Entering into a Memorandum of Understanding with Chicago Charter School Foundation (Chicago International Charter School) to Participate in the Real Program.
User Group: Department of Human Capital
Services: Memorandum of Understanding
Status: In negotiations

21. 10-0526-ED4: Approve Exercising the Final Option to Renew the Memorandum of Understanding with L.E.A.R.N. Charter School to participate in the Real/Chicago Teacher Advancement Program.
User Group: Office of Human Capital
Services: Memorandum of Understanding
Status: In negotiations

22. 10-0526-EX11: Authorize Payment of Startup Funds to and Approve Entering into Disbursement and Use of Startup Funds Agreements with Various Charter Schools
User Group: Office of New Schools
Services: Startup Funds for Charter Schools
Status: In negotiations

23. 10-0526-OP1: Amend Board Report 10-0224-OP4: Approve Entering into a Lease and School Food Services Agreement with Noble Network of Charter Schools for Rental of the Reed School Building at 6350 S. Stewart.
User Group: Board of Education of the City of Chicago
Services: Lease and Food Services Agreements
Status: In negotiations

24. 10-0526-PR4: Approve Exercising the First Option to Renew the Agreements with Concord Group for Cost Estimator Services.
User Group: Facility Operations & Maintenance
Services: Cost Estimator Services
Status: In negotiations
25. 10-0526-PR14: Approve Exercising the First Option to Renew the Agreements with Banner Schools and Pathways in Education-Illinois for Alternative Learning Opportunities Program Services.
User Group: Area 30
Services: Alternative Learning Opportunities
Status: In negotiations
26. 10-0526-PR15: Approve Exercising the First Option to Renew the Agreements with Various Alternative Safe Schools for Educational Services.
User Group: Area 30
Services: Educational Services
Status: In negotiations
27. 10-0526-PR16: Approve Entering into an Agreement with DeVry University for Educational Services (Cohort 7)
User Group: College to Career Preparation
Services: Educational Services
Status: In negotiations
28. 10-0526-PR20: Approve Exercising the Option to Renew the Agreement with Various External Partners to Provide Out-of-School Time Programs and Services to Students and Their Families in the Chicago Public Schools Community Schools Initiative.
User Group: Office of Extended Learning Opportunities
Services: Out-of-School time Programs
Status: In negotiations
29. 10-0526-PR32: Approve Entering into an Agreement with Dunbar Armored, Inc. for Armored Car Services.
User Group: Treasury
Services: Armored Car Services
Status: In negotiations
- II. **Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:**
 1. 10-0428-PR4: Amend Board Report 10-0224-PR3: Approve the Pre-Qualification Status of an Entering into Agreements with Architectural/Engineering to Provide Services
User Group: Facility Operations & Maintenance
Services: Architectural/Engineering Services
10-0224-PR3: Approve the Pre-Qualification Status of and Entering into Agreements with Architectural/Engineering to Provide Services.
User Group: Facility Operations & Maintenance
Services: Architectural/Engineering Services
Action: Rescind Board Report in full as to the following vendors for failure to enter into a written agreement with the Board: Aecom Services of Illinois (#2); Fanning/Howey Associates, Inc. (#19); Muller & Muller PC Ltd (#55); Nakawalase, Wyns & Associates (#56); O'Donnell, Wicklund, Pigozzi & Peterson Architects (#58); Skidmore Owings Merrill (#70); and Gensler, Architecture, Design and Planning (#92).
 2. 10-0324-PR10: Approve Entering into an Agreement with Learning Point Associates for Consulting Services
User Group: Area 17
Services: Consulting Services
Action: Rescind Board Report in full for failure of parties to enter into a written agreement
 3. 10-0428-PR21: Approve Exercising the Final Option to Renew an Agreement with Oracle America, Inc. Formerly Known as Sun Microsystems, Inc. for Remote Access Services.
User Group: Information & Technology Services
Services: Remote Access Services
Action: Rescind Board Report in full for failure of the parties to enter into written renewal agreement.

President Richardson-Lowry thereupon declared Board Report 10-0825-AR1 accepted.

OMNIBUS

At the Regular Board Meeting of August 25, 2010 the foregoing motions, reports and other actions set forth from number 10-0825-MO1 through 10-0825-AR8 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

ADJOURNMENT

President Richardson-Lowry moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Richardson-Lowry thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting of August 25, 2010 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

Estela G. Beltran
Secretary

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